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Attorneys for Defendants Jack Henry &  
 Associates, Inc., a Delaware Corporation dba  
 Profitstars and First National Bank of Central  
 Texas, a Texas Corporation

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

*MP* **FILED**  
 OCT 26 2011  
 RICHARD W. WIEKING  
 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

**MEJ**

**CV 11**

**5226**

AMBER KRISTI MARSH and STACIE EVANS,  
 individually and on behalf of a class of similarly  
 situated persons,

Case No.

**NOTICE OF REMOVAL OF ACTION  
 UNDER 28 U.S.C. SECTION 1441(b)  
 (DIVERSITY)**

Plaintiff(s),

vs.

**San Francisco County Superior Court  
 Case No. CGC-11-510815**

ZAAZOOM SOLUTIONS, LLC, a Delaware  
 Limited Liability Company, ZAZA PAY LLC, a  
 Delaware Limited Liability Company dba  
 DISCOUNT WEB MEMBER SITES, LLC,  
 Unlimited Local Savings LLC, WEB DISCOUNT  
 CLUB, WEB CREDIT REPT. CO.,  
 MEGAONLINECLUB, LLC, and RAISEMONEY  
 FOR ANYTHING; MULTIECOM, LLC, a  
 Colorado Limited Liability Company dba  
 ONLINE DISCOUNT MEMBERSHIP, WEB  
 DISCOUNT COMPANY, and LIBERTY  
 DISCOUNT CLUB; ONLINE RESOURCE  
 CENTER, LLC, a Delaware Limited Liability  
 Company dba Web Coupon Site, USAVE  
 COUPON, and UCLIP, MOE TASSOUDJI, an  
 individual, BILL CUEVAS, an individual, FIRST  
 BANK OF DELAWARE, a Delaware  
 Corporation; FIRST NATIONAL BANK OF  
 CENTRAL TEXAS, a Texas Corporation;  
 SUNFIRST BANK, a Utah Corporation; JACK  
 HENRY & ASSOCIATES, INC., a Delaware  
 Corporation dba PROFITSTARS; AUTOMATED

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1 ELECTRONIC CHECKING, INC., a Nevada  
 2 Corporation; DATA PROCESSING SYSTEMS,  
 3 LLC, a Delaware Limited Liability Company and  
 4 DOES 1-10, inclusive,

Defendant(s).

5 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

6 PLEASE TAKE NOTICE that defendants First National Bank of Central Texas, a Texas  
 7 Corporation and Jack Henry & Associates, Inc., a Delaware Corporation dba Profitstars hereby  
 8 remove to this Court, the state court action described below.

9 1. On May 9, 2011 an action was commenced in the Superior Court of the State of  
 10 California in and for the County of San Francisco, entitled AMBER KRISTI MARSH and STACIE  
 11 EVANS, individually and on behalf of a class of similarly situated persons, vs. ZAAZOOM  
 12 SOLUTIONS, LLC, a Delaware Limited Liability Company, et al., Case No. CGC-11-510815.  
 13 Attached to this Notice as Exhibit "A", "B" and "C", respectively, are a true and correct complete  
 14 copy of the Complaint filed on May 9, 2011, the First Amended Complaint filed on July 22, 2011,  
 15 and the Second Amended Complaint filed on September 23, 2011, which last names as Defendants  
 16 the First National Bank of Central Texas, a Texas Corporation and Jack Henry & Associates, Inc.,  
 17 a Delaware Corporation dba Profitstars.

18 2. The Defendant FIRST NATIONAL BANK OF TEXAS, a Texas Corporation, was  
 19 named a defendant to the action through the Second Amended Complaint filed on September 23,  
 20 2011.

21 3. The first date upon which defendant FIRST NATIONAL BANK OF CENTRAL  
 22 TEXAS, a Texas Corporation, received a notice of the action and a copy of the said Second  
 23 Amended Complaint was on September 26, 2011, when defendant First National Bank of Central  
 24 Texas, a Texas Corporation was served with a copy of the said Second Amended Complaint and a  
 25 summons. The proof of service of the summons is entered in the San Francisco County Superior  
 26 Court register of actions, but was not scanned. A true and correct copy of the entry in the San  
 27 Francisco County Superior Court register of actions is attached as Exhibit "D".  
 28

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1           4.     The Defendant JACK HENRY & ASSOCIATES, INC., a Delaware Corporation dba  
2     PROFITSTARS, was named a defendant to the action through the Second Amended Complaint filed  
3     on September 23, 2011.

4           5.     The first date upon which defendant Jack Henry & Associates, Inc., a Delaware  
5     Corporation dba Profitstars, received a notice of the action and a copy of the said Second Amended  
6     Complaint was on September 26, 2011, when defendant Jack Henry & Associates, Inc., a Delaware  
7     Corporation dba Profitstars was served with a copy of the said Second Amended Complaint and a  
8     summons. A true and correct copy of the proof of service of the summons is attached hereto as  
9     Exhibit "E".

10          6.     This action is a civil action of which this Court has original jurisdiction under 28  
11     U.S.C. section 1332, and is one which may be removed to this Court by defendant(s) pursuant to the  
12     provisions of 28 U.S.C. 51441(b) in that it is a civil action in which the matter in controversy  
13     exceeds the sum or value of \$75,000.00 exclusive of interest and costs, and the parties are of diverse  
14     citizenship. Further, none of the defendants is a citizen of the state in which this action is pending.

15          4.     Complete diversity of citizenship exists as follows.

16          a.     Plaintiffs: Plaintiff AMBER KRISTI MARSH is an individual residing in Palm  
17     Desert, California. Plaintiff STACIE EVANS is an individual residing in Palmdale, California.  
18     [Second Amended Complaint, ¶ 39 and ¶ 40, respectively.] Moreover, each Plaintiff, at the time this  
19     action was commenced, was and still is a citizen of and domiciled in California. Further, neither  
20     of the Plaintiffs are, or were at the time this action was commenced, citizens of or domiciled in  
21     Nevada, Delaware, Texas, Colorado, New York, Utah, or Arizona.

22          b.     Defendants: Defendant Zaazoom Solutions, LLC, at the time this action was  
23     commenced, was and still is a Delaware limited liability company, with its principal place of  
24     business in the State of Arizona.

25                 Defendant Zaza Pay LLC, at the time this action was commenced, was and still is a Delaware  
26     limited liability company with its principal place of business in the State of Arizona, and operates  
27     under the fictitious business names Discount Web Member Sites, LLC, Unlimited Local Savings,  
28     LLC, Web Discount Club, Web Credit Rpt. Co., MegaOnlineClub, LLC, and



1 RaiseMoneyForAnything.

2 Defendant MultiECom, LLC at the time this action was commenced, was and still is a  
3 Colorado limited liability company with its principal place of business in the State of Arizona, and  
4 operates under the fictitious business names Online Discount Membership, Web Discount Company,  
5 and Liberty Discount Club.

6 Defendant Online Resource Center, LLC at the time this action was commenced, was and still  
7 is a Delaware limited liability company with its principal place of business in the State of Arizona,  
8 and operates under the fictitious business names Web Coupon Site, USave Coupon, and UClip.

9 At the time this action was commenced, Defendants Moe Tassoudji and Bill Cuevas were  
10 and still are Defendant Zaazoom's sole principals and members.

11 Defendant First Bank of Delaware at the time this action was commenced, was and still is  
12 a corporation incorporated under the laws of the State of Delaware and a Delaware chartered bank  
13 with its principal place of business in the State of Delaware.

14 Defendant First National Bank of Central Texas at the time this action was commenced, was  
15 and still is a corporation incorporated under the laws of the State of Texas and a national bank with  
16 its principal place of business in the State of Texas.

17 Defendant Sun First Bank at the time this action was commenced, was and still is a  
18 corporation incorporated under the laws of the State of Utah and a Utah chartered bank with its  
19 principal place of business in the State of Utah.

20 Defendant Jack Henry & Associates, Inc. at the time this action was commenced, was and  
21 still is a corporation incorporated under the laws of the State of Delaware with its principal place  
22 of business in the State of Missouri and conducts business under the name of one of its divisions,  
23 ProfitStars.

24 Defendant Automated Electronic Checking, Inc. at the time this action was commenced, was  
25 and still is a corporation incorporated under the laws of the State of Nevada with its principal place  
26 of business in the State of Nevada.

27 Defendant Data Processing Systems, LLC at the time this action was commenced, was and  
28 still is a Delaware limited liability company with its principal place of business in the State of New

1 York.

2 5. None of the parties in interest properly joined and served as defendants is a citizen,  
3 i.e. is incorporated in and/or has its principal place of business in, of the state in which the action  
4 is brought, California.

5 6. The defendants seeking removal are not citizens of California. Defendant Jack Henry  
6 & Associates, Inc. is a Delaware Corporation dba Profitstars with its principal place of business  
7 in Monett, Missouri. Defendant First National Bank of Central Texas is a Texas Corporation with  
8 its principal place of business in Waco, Texas.

9 7. Plaintiffs have alleged in their complaint that they have been damaged as a result of  
10 Defendants' alleged conduct in an amount of \$5,000,000.00. [Complaint, ¶ 19] Plaintiffs are also  
11 seeking restitution [Prayer ¶3], an award of punitive and exemplary damages [Prayer ¶3], and an  
12 award of attorneys' fees pursuant to statute. [Prayer ¶ 3].

13 8. Removal of this action to this District and Division is proper under 28 USC § 1441(a)  
14 because this is the District and Division which embraces the County where this action was filed and  
15 is pending. [28 USC §84(a); Northern District Civil Local Rule 3-2(d).]

16 9. On or about September 26, 2011, plaintiffs served the Complaint on Defendants First  
17 Bank of Delaware, a Delaware Corporation, Online Resource Center, LLC, a Delaware Limited  
18 Liability Company dba Web Coupon Site, USave Coupon, and UClip, Sunfirst Bank, a Utah  
19 Corporation, and Data Processing Systems, LLC, a Delaware Limited Liability Company. On or  
20 about September 28, 2011, Plaintiffs served the Complaint on Defendant MultiECom, LLC, a  
21 Colorado Limited Liability Company dba Online Discount Membership, Web Discount Company,  
22 and Liberty Discount Club.

23 10. As of the date of filing of this Notice of Removal of Action, the contact information,  
24 as well as that of their respective counsel of record, of the parties identified in Paragraph No. 7 of  
25 this Notice of Removal are unknown to the parties seeking removal.

26 11. The identity of the members of a limited liability company is not public information.

27 12. Defendants Zaazoom Solutions, LLC, Zaza Pay LLC dba Discount Web Member Sites  
28 LLC, Unlimited Local Savings LLC, Web Discount Club, Web Credit Rept. Co., Megaonlineclub,

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1 LLC, and RaiseMoneyforAnything, and Automated Electronic Checking, Inc. have Joined in the  
2 Notice of Removal.

3 DATED: October 25, 2011

GRAY • DUFFY, LLP

4  
5 By:



RICHARD M. WILLIAMS

LYN D. TADLOCK

Attorneys for Defendants Jack Henry & Associates, Inc., a  
Delaware Corporation dba Profitstars and First National  
Bank of Central Texas, a Texas Corporation

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## Exhibit A



SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Zaazoom Solutions, LLC, a Delaware Limited Liability Company

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Amber Kristi Marsh and Stacie Evans, individually and on behalf of a class of similarly situated persons,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): San Francisco Superior Court  
400 McAllister Street  
San Francisco, CA 94102

CASE NUMBER:

(Número del Caso)

CGC-11-510815

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Karl S. Kronenberger, Kronenberger Burgoyne, LLP, 150 Post St., Ste 520, San Francisco, CA 94108

DATE: MAY - 9 2011  
(Fecha)

CLERK OF THE COURT

Clerk, by  
(Secretario)

P. NATT

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

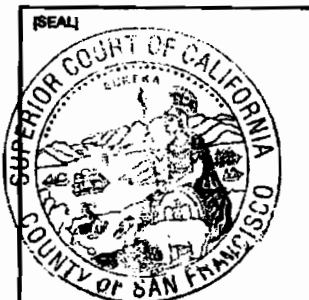
### NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):





CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Karl S. Kronenberger (Bar No. 226112)</b> <b>KRONENBERGER BURGOYNE, LLP</b> 150 Post Street, Suite 520 San Francisco, CA 94108 TELEPHONE NO.: (415) 955-1155 FAX NO.: (415) 955-1158 ATTORNEY FOR (Name): <b>Plaintiffs Amber Kristi Marsh &amp; Stacie Evans</b>		<b>FILED</b> Superior Court of California County of San Francisco <b>MAY - 9 2011</b> <b>CLERK OF THE COURT</b> BY: <u>Karam Natt</u> Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: <b>400 McAllister Street</b> CITY AND ZIP CODE: <b>San Francisco 94102</b> BRANCH NAME: <b>Civic Center</b>		CASE NUMBER: <b>CGC - 11-510815</b> JUDGE: DEPT:	
CASE NAME: <b>Marsh, et al. v. Zaazoom Solutions, LLC, et al.</b>		CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> <input checked="" type="checkbox"/> <b>CGC</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIP/D/W (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/D/W (23) <b>Non-PIP/D/W (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/D/W tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): One (1)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 9, 2011  
 Karl S. Kronenberger

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**KRONENBERGER BURGOYNE, LLP**  
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Henry M. Burgoyne, III (CA Bar No. 203748)  
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Attorneys for Plaintiffs  
**AMBER KRISTI MARSH AND STACIE EVANS**

**SUPERIOR COURT OF CALIFORNIA  
FOR SAN FRANCISCO COUNTY**

**AMBER KRISTI MARSH and STACIE  
EVANS**, individually and on behalf of a  
class of similarly situated persons,

Plaintiffs,

vs.

**ZAAZOOM SOLUTIONS, LLC**, a  
Delaware Limited Liability Company, and  
**DOES 1-10**, inclusive,

Defendants.

**SUMMONS ISSUED**

**FILED**

*San Francisco County Superior Court*

MAY - 9 2011

**CLERK OF THE COURT**

BY:

*P. NATT*  
Deputy Clerk  
**P. NATT**

**CGC-11-510815**

Case No.

**COMPLAINT FOR VIOLATION OF  
BUS. & PROF. C. §17200**

**DEMAND FOR JURY TRIAL**

Case No.

**COMPLAINT**

**KRONENBERGER BURGOYNE, LLP**  
150 Post Street, Suite 520  
San Francisco, CA 94108  
www.KBInternetLaw.com

1 Plaintiffs Amber Kristi Marsh and Stacie Evans, bring this action individually and  
2 on behalf of a class of similarly situated persons, by and through their undersigned  
3 counsel, and allege as follows:

#### 4 INTRODUCTION

5 1. This complaint addresses Defendant Zaazoom Solutions, LLC  
6 ("Zaazoom")'s theft of money from those who need it the most. Zaazoom operates a  
7 scam where it lures people into applying for payday loans on Internet websites. Zaazoom  
8 takes the information it gathers from the payday loan applications—including the  
9 applicants' banking information—and uses this information to forge checks on behalf of  
10 the applicants. These checks are fakes; they are created without the applicants'  
11 knowledge or consent. These checks supposedly pay for Zaazoom's online coupon  
12 services, though no applicant ever agreed to buy such services. In fact, the idea that a  
13 cash-strapped, payday loan applicant would spend money on Zaazoom's coupon service,  
14 the purpose of which is to encourage a person to spend additional money with Zaazoom's  
15 coupons, is absurd. The money is transferred from the applicants' checking accounts to  
16 Zaazoom's account before the applicants realize that the forged checks have been drawn  
17 or that withdrawals have been made. Defendant has performed this scam thousands of  
18 times, and robbed people in a frail financial condition of their remaining money.

19 2. Plaintiffs Stacie Evans and Amber Kristi Marsh separately applied for payday  
20 loans on different payday loan websites in November 2010 and January 2011, respectively.

21 3. As part of the online application process, each Plaintiff entered her personal  
22 information into the payday loan website, including her checking account number and  
23 bank routing number.

24 4. During the application process, both Plaintiffs specifically avoided  
25 registering for any third party offers that were advertised on the payday loan websites.

26 5. On information and belief, these payday loan websites were operated by  
27 Zaazoom or by Zaazoom's affiliates.  
28

KRONENBERGER BURGOYNE, LLP  
150 Post Street, Suite 520  
San Francisco, CA 94108  
www.KBInternetLaw.com







## PARTIES

## COMPLAINT

1           24. A remotely created check is typically created when the holder of a checking  
2 account (the payor) authorizes a payee to draft a check on the payor's account, but  
3 where the payor does not actually sign the check.

4           25. In place of the signature of the payor, a remotely created check typically  
5 bears the customer's printed or typed name or bears a statement that the payor has  
6 authorized the check.

7           26. Thus, with the payor's authorization, the payee may create a remotely  
8 created check payable to itself. Instead of obtaining the payor's actual signature on the  
9 check, the payee inserts the statement that the payor has authorized the remotely created  
10 check. The payee then deposits the remotely created check in the payee's bank account.

11           27. After evaluating the authenticity of the check, the payee's bank sends the  
12 remotely created check to the payor's bank for settlement. If the payor's bank accepts  
13 the check, it will provide the funds identified in the check to the payee's bank. The  
14 payee's bank, in turn, will deposit those funds in the payee's account. All of these steps  
15 may occur before the payor sees the remotely created check or even knows that a  
16 withdrawal has been made from his or her bank account.

17           28. Remotely created checks can be a useful payment device. For example, a  
18 debtor can authorize a service provider to draft a remotely created check by telephone,  
19 which may enable the debtor to pay his or her bill in a timely manner and avoid late charges.

20           29. On the other hand, remotely created checks are vulnerable to fraud  
21 because they do not bear the payor's signature or other readily verifiable indication of  
22 authorization.

23           30. As the Federal Trade Commission has noted, the banking community and  
24 lawmakers have recognized that with remotely created checks, the burden of ensuring  
25 that the check is authorized is properly placed on the bank whose customer deposited  
26 the check. This is true because this bank—i.e. the depository bank—is in the best  
27 position to detect fraud, and this burden provides an economic incentive for the  
28 depository bank to monitor customers that deposit remotely created checks, and thus, to

1 limit the number of fraudulent remotely created checks that are introduced into the check  
2 collection system. Thus, the depository bank has a duty to examine a remotely created  
3 check for authenticity before sending the check to the paying bank for settlement.

4 31. Remotely created checks are subject to state law on negotiable  
5 instruments, and specifically Articles 3 and 4 of the Uniform Commercial Code, as  
6 adopted by California in Commercial Code sections 3101 *et seq.* and 4101 *et seq.*

7 **Zaazoom Misappropriated Personal Information and Drafted Fraudulent**  
8 **Remotely Created Checks Using that Information**

9 32. Zaazoom provides online coupon services through various Internet  
10 websites, such as <libertydiscountclub.com> and <uclipusave.com> (collectively, the  
11 "Zaazoom Websites").

12 33. Members of the Zaazoom Websites can download and/or print coupons  
13 from these websites, which can then be redeemed with various merchants.

14 34. A person may sign up to become a member of a Zaazoom Website by  
15 entering his or her name, address, email address, and phone number into the website's  
16 application screen. Additionally, to become a member of a Zaazoom Website, a person  
17 must enter his or her checking account number and bank routing number into the  
18 websites' application screen.<sup>1</sup> Once registered, Zaazoom drafts remotely created checks  
19 from the member's checking account to pay for Zaazoom's coupon services.

20 35. Despite the foregoing process, most members of the Zaazoom Websites  
21 did not become members voluntarily. Rather, Zaazoom registered most people without  
22 their knowledge or consent.

23 36. In particular, Zaazoom obtained information regarding individuals  
24 ("Applicants") from various websites that allow individuals to apply for short-term cash  
25  
26

27 <sup>1</sup> Instead of checking account information, a user of a Zaazoom Website can enter credit  
28 card information; however the default setting is for the user to enter his or her checking  
account information.

1 advances, all referred to as payday loans or paycheck loans (collectively, the "Payday  
2 Loan Websites").<sup>2</sup>

3 37. On information and belief, the Payday Loan Websites were created,  
4 maintained, and operated by Zaazoom or Zaazoom's affiliates. The affiliates are third  
5 parties with whom Zaazoom contracts to collect Applicants' personal information through  
6 the operation of the Payday Loan Websites.

7 38. When applying for a payday loan on a Payday Loan Website, an Applicant  
8 was required to enter his or her personal information, including, name, address, email  
9 address, and telephone number. Additionally, an Applicant was required to enter his or  
10 her checking account number and bank routing number. The Payday Loan Websites  
11 would not allow the Applicant to proceed with the application process unless a valid  
12 checking account number and bank routing number were entered. With varying  
13 language, the Payday Loan Websites stated that the Applicant's checking account  
14 information is necessary to fund the loan.

15 39. Without the Applicants' knowledge or consent, the operators of the Payday  
16 Loan Websites transferred the Applicants' personal information—including the  
17 Applicants' checking account information—to Zaazoom.

18 40. Without the Applicants' knowledge or consent, Zaazoom used the  
19 Applicants' personal information to register the Applicants for memberships with a  
20 Zaazoom Website(s), such as such as <libertydiscountclub.com> (the "Liberty Website")  
21 and <uclipusave.com> (the "U-Clip Website").

22 41. The Applicants never consented to registering for any membership with any  
23 Zaazoom Website.

24 42. Without the Applicants' knowledge or consent, after Zaazoom registered  
25 the Applicants as members of the Zaazoom Website(s), Zaazoom drafted remotely

26  
27 <sup>2</sup> A payday loan (also called a paycheck advance or payday advance) is a small, short-  
28 term loan intended to cover immediate expenses until the loan applicant's next paycheck  
arrives, where payment and repayment are made directly to and from the recipient's  
checking account.



1 created checks from the Applicants' checking accounts payable to Liberty Discount Club,  
2 U-Clip Coupon, or other Zaazoom coupon services. The Applicants were unaware that  
3 Zaazoom was drafting or depositing these remotely created checks.

4 43. Zaazoom deposited these remotely created checks in Zaazoom's  
5 depository bank account.

6 44. Zaazoom's bank authenticated these checks as legitimate and then sent  
7 them to the Applicants' banks for settlement.

8 45. Upon receiving the settled funds from the Applicants' banks, Zaazoom's  
9 bank deposited the funds in Zaazoom's account.

10 46. As a result of Zaazoom's misconduct, money was wrongfully withdrawn  
11 from the Applicants' bank accounts.

12 **Plaintiff Marsh**

13 47. Plaintiff Marsh has never applied to be a member of the Liberty Website or  
14 the U-Clip Website. Marsh never provided her checking account number or her bank  
15 routing number to either the Liberty Website or the U-Clip Website.

16 48. On or around January 16, 2011, Marsh applied for a payday loan on a  
17 Payday Loan Website.

18 49. In applying for a payday loan, the Payday Loan Website presented Marsh  
19 with online offers for unrelated goods and services. However, Marsh specifically chose  
20 not to participate in any of those offers or to make any purchases. Given Marsh's  
21 financial situation, it was not possible for Marsh to consider participating in such offers,  
22 and she automatically rejected all such offers.

23 50. In order to apply for a payday loan, the Payday Loan Website required  
24 Marsh to enter her checking account number and her bank routing number into the  
25 Payday Loan Website's application screen. Marsh entered this information into the  
26 Payday Loan Website.

27 51. On information and belief, without Marsh's knowledge or consent, the  
28 Payday Loan Website transferred Marsh's personal information—including her checking

1 account number and bank routing number—to Zaazoom.

2 52. Without Marsh's knowledge or consent, Zaazoom used Marsh's personal  
3 information—including her account number and bank routing number—to enroll Marsh as  
4 a member of the Liberty Website and/or the U-Clip Website.

5 53. On or around January 16, 2011, without Marsh's knowledge or consent,  
6 Zaazoom generated a remotely created check from Marsh's checking account, payable  
7 to Liberty Discount Club, in the amount of \$49.98.

8 54. Zaazoom deposited this remotely created check in Zaazoom's depository  
9 bank account.

10 55. As a result, money was wrongfully withdrawn from Marsh's account and  
11 Marsh has been damaged.

#### 12 **Plaintiff Evans**

13 56. Plaintiff Evans has never applied to be a member of the Liberty Website or  
14 the U-Clip Website. Evans never provided her checking account number or her bank  
15 routing number to either the Liberty Website or the U-Clip Website.

16 57. On or around October 25, 2010, Evans applied for a payday loan on a  
17 Payday Loan Website.

18 58. In applying for a payday loan, the Payday Loan Website presented Evans  
19 with online offers for unrelated goods and services. However, Evans specifically chose  
20 not to participate in any of those offers or to make any purchases. Given Evans's  
21 financial situation, it was not possible for Evans to consider participating in such offers,  
22 and she automatically rejected all such offers.

23 59. In order to apply for a payday loan, the Payday Loan Website required  
24 Evans to enter her checking account number and her bank routing number into the  
25 Payday Loan Website's application screen. Evans entered this information into the  
26 Payday Loan Website.

27 60. On information and belief, without Evans's knowledge or consent, the  
28 Payday Loan Website transferred Evans's personal information—including her checking

1 account number and bank routing number—to Zaazoom.

2 61. Without Evans's knowledge or consent, Zaazoom used Evans's personal  
3 information—including her account number and bank routing number—to enroll Evans as  
4 a member of the Liberty Website and/or the U-Clip Website.

5 62. On or around October 25, 2010, without Evans's knowledge or consent,  
6 Zaazoom generated a remotely created check from Evans's checking account, payable  
7 to Liberty Discount Club, in the amount of \$49.98.

8 63. On or around October 22, 2010, without Evans's knowledge or consent,  
9 Zaazoom generated a remotely created check from Evans's checking account, payable  
10 to Discount Web Member Site, in the amount of \$22.99.

11 64. On or around November 1, 2010, without Evans's knowledge or consent,  
12 Zaazoom generated a remotely created check from Evans's checking account, payable  
13 to UClip Coupon, in the amount of \$12.99.

14 65. On or around December 3, 2010, without Evans's knowledge or consent,  
15 Zaazoom generated a remotely created check from Evans's checking account, payable  
16 to UClip Coupon, in the amount of \$12.99.

17 66. Zaazoom deposited these remotely created checks in Zaazoom's  
18 depository bank account.

19 67. As a result, money was wrongfully withdrawn from Evans's account and  
20 Evans has been damaged.

#### 21 **CLASS ACTION ALLEGATIONS**

22 68. Pursuant to Code of Civil Procedure section 382 and Rules of Court 3.760-  
23 3.771, Plaintiffs Marsh and Evans bring this action on their own behalves and as  
24 representatives of all California residents: a) whose checking accounts were drawn on by  
25 way of remotely created checks created by Zaazoom for the Liberty Website and/or U-  
26 Clip Website and/or other online coupon or discount service operated by Zaazoom after  
27 May 6, 2007, and b) who never consented to the creation of a remotely created check to  
28 pay for Zaazoom's services on the Liberty Website and/or U-Clip Website and/or other

1 online coupon or discount service operated by Zaazoom.

2 69. A class action is appropriate here because there exists an ascertainable  
3 class and a well-defined community of interest in the questions of law and fact involved.

4 70. The Class is readily ascertainable from Zaazoom's records of members of  
5 Zaazoom's Liberty Website and/or U-Clip Website and/or other online coupon or discount  
6 service operated by Zaazoom.

7 71. A class action is the superior method of adjudicating this controversy  
8 because: a) the Class is so numerous that the joinder of all members is impracticable, b)  
9 there are questions of law and fact common to the Class predominate over any question  
10 affecting only individual Class members, and c) the claims of the representative Plaintiffs  
11 are typical of the claims of the Class, and the representative Plaintiffs will fairly and  
12 adequately protect the interests of the Class.

13 72. The common questions of law and fact include:

- 14 • Whether Zaazoom used information from Payday Loan Websites to
- 15 draft remotely created checks.
- 16 • Whether Zaazoom obtained authorization to create remotely created
- 17 checks from the information it obtained from Payday Loan Websites.
- 18 • Whether Zaazoom's unauthorized creation of remotely created
- 19 checks from the Class's checking accounts violated California
- 20 Business & Professions Code section 17200.

21 73. Plaintiffs can and will fairly and adequately represent and protect the  
22 interests of the Class because:

- 23 • All of the questions of law and fact regarding the liability of
- 24 Defendant are common to the Class and predominate over any
- 25 individual issues that may exist, such that by prevailing on their own
- 26 claims, Plaintiffs will necessarily establish the liability of Defendant to
- 27 all Class members;
- 28 • Without the representation provided by Plaintiffs, it is unlikely that



1 any Class members would receive legal representation and/or obtain  
2 recourse for the misconduct carried out by Defendant; and

- 3 • Plaintiffs have retained competent attorneys who are experienced  
4 both in the conduct of class actions and the law governing online  
5 advertising, e-contracting, and online payment systems. Plaintiffs  
6 and their counsel have the necessary resources to litigate this class  
7 action, and Plaintiffs and their counsel are aware of their fiduciary  
8 responsibility to the Class members and are determined to discharge  
9 those duties to obtain the best possible recovery for the Class.

### 10 **FIRST CLAIM FOR RELIEF**

11 **(Violation of California Business and Professions Code section 17200—**  
12 **against Defendant Zaazoom)**

13 74. Plaintiffs incorporate by reference the allegations contained in Paragraphs  
14 1 through 73.

15 75. Without the authorization or consent of Plaintiffs or the other Class  
16 members, Zaazoom obtained Marsh's, Evans's, and other Class members' personal  
17 information—including their checking account numbers and bank routing numbers—from  
18 one or more Payday Loan Websites.

19 76. Without the authorization or consent of Plaintiffs or the other Class  
20 members, Zaazoom registered the Class members for membership with the Liberty  
21 Website and/or the U-Clip Website, using the personal information Zaazoom had  
22 obtained from one or more Payday Loan Websites.

23 77. Without the authorization or consent of Plaintiffs or the other Class  
24 members, Zaazoom drafted remotely created checks drawn on the Class members'  
25 checking accounts.

26 78. Without the authorization or consent of Plaintiffs or the other Class  
27 members, Zaazoom deposited in its depository bank account the remotely created  
28 checks drawn on the Class members' checking accounts.

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79. Without the authorization or consent of Plaintiffs or the other Class members, money was transferred from the Class members' checking accounts to Zaazoom's depository bank account.

80. Zaazoom has engaged in an unlawful, unfair, and/or fraudulent business act in violation of California Business and Professions Code section 17200.

81. As a result of Zaazoom's misconduct, Plaintiffs and the other Class members were damaged.

### PRAYER FOR RELIEF

**WHEREFORE**, Plaintiffs respectfully request judgment as follows:

1. That the Court enter a judgment finding that Defendant Zaazoom has violated California Business and Professions Code section 17200;

2. That the Court enter a preliminary and permanent injunction restraining Defendant from drafting or depositing remotely created checks without the payor's authorization and consent.

3. That the Court award damages and monetary relief as follows:

- a. Damages in an amount to be determined at trial in the form of the Class members' actual damages;
- b. Damages in an amount to be determined at trial in the form of restitution of the money wrongfully withdrawn from the Class members' checking accounts;
- c. Plaintiff's costs;

4. Such other relief that the Court determines is just and proper.

Respectfully Submitted,

DATED: May 9, 2011

**KRONENBERGER BURGOYNE, LLP**

By: 

Karl S. Kronenberger

Attorneys for Plaintiffs

KRONENBERGER BURGOYNE, LLP  
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San Francisco, CA 94108  
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**REQUEST FOR JURY TRIAL**

Plaintiffs hereby demand a trial of this action by jury.

DATED: May 9, 2011

**KRONENBERGER BURGOYNE, LLP**

By:   
Karl S. Kronenberger

Attorneys for Plaintiffs

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## **Exhibit B**



**KRONENBERGER BURGOYNE, LLP**

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Attorneys for Plaintiffs  
AMBER KRISTI MARSH AND STACIE EVANS

**SUPERIOR COURT OF CALIFORNIA  
FOR SAN FRANCISCO COUNTY**

**AMBER KRISTI MARSH and STACIE  
EVANS**, individually and on behalf of a  
class of similarly situated persons,

Plaintiffs,

vs.

**ZAAZOOM SOLUTIONS, LLC**, a  
Delaware Limited Liability Company,  
**ZAZA PAY LLC**, a Delaware Limited  
Liability Company *dba* **WEB DISCOUNT  
CLUB** and **DISCOUNT WEB MEMBER  
SITES**, **MOE TASSOUDJI**, an individual,  
**BILL CUEVAS**, an individual, and **DOES  
1-10**, inclusive,

Defendants.

**FILED**

Superior Court of California  
County of San Francisco

JUL 22 2011

CLERK OF THE COURT

BY: Lenehy Dano  
Deputy Clerk

**CLASS ACTION**

Case No. CGC-11-510815

**FIRST AMENDED COMPLAINT FOR  
VIOLATION OF BUS. & PROF. C.  
§17200**

**DEMAND FOR JURY TRIAL**

**BY FAX**

1 Plaintiffs Amber Kristi Marsh and Stacie Evans bring this action individually and on  
2 behalf of a class of similarly situated persons, by and through their undersigned counsel,  
3 and allege as follows:

#### 4 INTRODUCTION

5 1. This complaint addresses Defendants' theft of money from those who need  
6 it the most. Defendants operate a scam where they lure people into applying for payday  
7 loans on Internet websites. Defendants take the information they gather from the payday  
8 loan applications—including the applicants' banking information—and use this information  
9 to forge checks on behalf of the applicants. These checks are fakes; they are created  
10 without the applicants' knowledge or consent. These checks supposedly pay for  
11 Defendants' online coupon services, though no applicant ever agreed to buy such  
12 services. In fact, the idea that a cash-strapped, payday loan applicant would spend  
13 money on Defendants' coupon service, the purpose of which is to encourage a person to  
14 spend additional money with Defendants' coupons, is absurd. The money is transferred  
15 from the applicants' checking accounts to Defendants' accounts before the applicants  
16 realize that the forged checks have been drawn or that withdrawals have been made.  
17 Defendants have performed this scam thousands of times, and robbed people in a frail  
18 financial condition of their remaining money.

19 2. Plaintiffs Stacie Evans and Amber Kristi Marsh separately applied for payday  
20 loans on different payday loan websites in November 2010 and January 2011, respectively.

21 3. As part of the online application process, each Plaintiff entered her personal  
22 information into the payday loan website, including her checking account number and  
23 bank routing number.

24 4. During the application process, both Plaintiffs specifically avoided  
25 registering for any third party offers that were advertised on the payday loan websites.

26 5. On information and belief, these payday loan websites were operated by  
27 Defendants or by Defendants' affiliates.  
28

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14. On information and belief, Defendants have engaged in this same misconduct with respect to thousands of other individuals who are similarly situated to Plaintiffs, where: a) these individuals applied for a loan on a payday loan website where they entered their checking account information, b) these individuals never authorized Defendants to draft remotely created checks from their checking accounts, c) Defendants used the individuals' personal information to draft remotely created checks without the individuals' authorization, and d) Defendants deposited these remotely created checks.

16. This Court has personal jurisdiction over Defendants because a substantial part of Defendants' misconduct that gave rise to this action occurred in California.

## PARTIES



1 27. Plaintiff Stacie Evans is an individual residing in Palmdale, California.

2 28. Plaintiffs are uncertain of the true names and capacities of those  
3 defendants sued by the fictitious names DOES 1 through 10, who also are responsible  
4 and liable for the injuries alleged in this complaint and who proximately caused damages  
5 to Plaintiff and the members of the Class. Plaintiffs will amend this complaint to add the  
6 true names and capacities of the DOES when they become known.

7 29. Upon information and belief, at all times all Defendants were the principals,  
8 agents, affiliates, partners, and/or co-conspirators of each other, and each acted within  
9 the course, scope, and authority of such relationships so that, as a result, all Defendants  
10 are jointly and severally liable for the acts alleged herein.

# 11 **FACTUAL ALLEGATIONS**

## 12 **Remotely Created Checks**

13 30. A remotely created check is a check that is not created by the paying bank  
14 and that does not bear the signature of the payor. Rather, a remotely created check is a  
15 check that is: a) created by the payee, b) that is drawn on the payor's bank account, and  
16 c) that does not bear the signature of the payor in the format agreed to between the  
17 paying bank and payor.

18 31. A remotely created check is typically created when the holder of a checking  
19 account (the payor) authorizes a payee to draft a check on the payor's account, but  
20 where the payor does not actually sign the check.

21 32. In place of the signature of the payor, a remotely created check typically  
22 bears the customer's printed or typed name or bears a statement that the payor has  
23 authorized the check.

24 33. Thus, with the payor's authorization, the payee may create a remotely  
25 created check payable to itself. Instead of obtaining the payor's actual signature on the  
26 check, the payee inserts the statement that the payor has authorized the remotely created  
27 check. The payee then deposits the remotely created check in the payee's bank account.  
28

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1        34. After evaluating the authenticity of the check, the payee's bank sends the  
 2 remotely created check to the payor's bank for settlement. If the payor's bank accepts  
 3 the check, it will provide the funds identified in the check to the payee's bank. The  
 4 payee's bank, in turn, will deposit those funds in the payee's account. All of these steps  
 5 may occur before the payor sees the remotely created check or even knows that a  
 6 withdrawal has been made from his or her bank account.

7        35. Remotely created checks can be a useful payment device. For example, a  
 8 debtor can authorize a service provider to draft a remotely created check by telephone,  
 9 which may enable the debtor to pay his or her bill in a timely manner and avoid late charges.

10       36. On the other hand, remotely created checks are vulnerable to fraud  
 11 because they do not bear the payor's signature or other readily verifiable indication of  
 12 authorization.

13       37. As the Federal Trade Commission has noted, the banking community and  
 14 lawmakers have recognized that with remotely created checks, the burden of ensuring  
 15 that the check is authorized is properly placed on the bank whose customer deposited  
 16 the check. This is true because this bank—i.e. the depository bank—is in the best  
 17 position to detect fraud, and this burden provides an economic incentive for the  
 18 depository bank to monitor customers that deposit remotely created checks, and thus, to  
 19 limit the number of fraudulent remotely created checks that are introduced into the check  
 20 collection system. Thus, the depository bank has a duty to examine a remotely created  
 21 check for authenticity before sending the check to the paying bank for settlement.

22       38. Remotely created checks are subject to state law on negotiable  
 23 instruments, and specifically Articles 3 and 4 of the Uniform Commercial Code, as  
 24 adopted by California in Commercial Code sections 3101 *et seq.* and 4101 *et seq.*

25       **Defendants Misappropriated Personal Information and Drafted Fraudulent**  
 26       **Remotely Created Checks Using that Information**

27       39. Defendants provide online coupon services through various Internet  
 28 websites, including but not limited to <libertydiscountclub.com>, <777discountclub.com>,

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1 <247discountclub.com>, <grocerysavingsdirect.com>, <couponsinyourmailbox.com>,  
2 and <uclipusave.com> (collectively, the "Defendants' Websites").

3 40. Members of the Defendants' Websites can download and/or print coupons  
4 from these websites, which can then be redeemed with various merchants.

5 41. A person may sign up to become a member of one of Defendants'  
6 Websites by entering his or her name, address, email address, and phone number into  
7 the website's application screen. Additionally, to become a member of one of  
8 Defendants' Websites, a person must enter his or her checking account number and  
9 bank routing number into the websites' application screen.<sup>1</sup> Once registered, Defendants  
10 draft remotely created checks from the member's checking account to pay for  
11 Defendants' coupon services.

12 42. Despite the foregoing process, most members of Defendants' Websites did  
13 not become members voluntarily. Rather, Defendants registered most people without  
14 their knowledge or consent.

15 43. In particular, Defendants obtained information regarding individuals  
16 ("Applicants") from various websites that allow individuals to apply for short-term cash  
17 advances, all referred to as payday loans or paycheck loans (collectively, the "Payday  
18 Loan Websites").<sup>2</sup>

19 44. On information and belief, the Payday Loan Websites were created,  
20 maintained, and operated by Defendants or Defendants' affiliates. The affiliates are third  
21 parties with whom Defendants contract to collect Applicants' personal information  
22 through the operation of the Payday Loan Websites.

23  
24  
25 <sup>1</sup> Instead of checking account information, a user of one of Defendants' Websites can  
26 enter credit card information; however the default setting is for the user to enter his or her  
27 checking account information.

28 <sup>2</sup> A payday loan (also called a paycheck advance or payday advance) is a small, short-  
term loan intended to cover immediate expenses until the loan applicant's next paycheck  
arrives, where payment and repayment are made directly to and from the recipient's  
checking account.

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1        45. When applying for a payday loan on a Payday Loan Website, an Applicant  
2 was required to enter his or her personal information, including, name, address, email  
3 address, and telephone number. Additionally, an Applicant was required to enter his or  
4 her checking account number and bank routing number. The Payday Loan Websites  
5 would not allow the Applicant to proceed with the application process unless a valid  
6 checking account number and bank routing number were entered. With varying  
7 language, the Payday Loan Websites stated that the Applicant's checking account  
8 information is necessary to fund the loan.

9        46. Without the Applicants' knowledge or consent, the operators of the Payday  
10 Loan Websites transferred the Applicants' personal information—including the  
11 Applicants' checking account information—to Defendants.

12        47. Without the Applicants' knowledge or consent, Defendants used the  
13 Applicants' personal information to register the Applicants for memberships with  
14 Defendants' Website(s), such as such as <libertydiscountclub.com> (the "Liberty  
15 Website") and <uclipusave.com> (the "U-Clip Website").

16        48. The Applicants never consented to registering for any membership with any  
17 one of Defendants' Websites.

18        49. Without the Applicants' knowledge or consent, after Defendants registered  
19 the Applicants as members of the Defendants' Website(s), Defendants drafted remotely  
20 created checks from the Applicants' checking accounts payable to Liberty Discount Club,  
21 U-Clip Coupon, or other coupon service(s) owned and operated by Defendants. The  
22 Applicants were unaware that Defendants were drafting or depositing these remotely  
23 created checks.

24        50. Defendants deposited these remotely created checks in Defendants'  
25 depository bank accounts.

26        51. Defendants' banks authenticated these checks as legitimate and then sent  
27 them to the Applicants' banks for settlement.  
28



53. As a result of Defendants' misconduct, money was wrongfully withdrawn from the Applicants' bank accounts.

54. Plaintiff Marsh has never applied to be a member of the Liberty Website or the U-Clip Website. Marsh never provided her checking account number or her bank routing number to either the Liberty Website or the U-Clip Website.

56. In applying for a payday loan, the Payday Loan Website presented Marsh with online offers for unrelated goods and services. However, Marsh specifically chose not to participate in any of those offers or to make any purchases. Given Marsh's financial situation, it was not possible for Marsh to consider participating in such offers, and she automatically rejected all such offers.

57. In order to apply for a payday loan, the Payday Loan Website required Marsh to enter her checking account number and her bank routing number into the Payday Loan Website's application screen. Marsh entered this information into the Payday Loan Website.

58. On information and belief, without Marsh's knowledge or consent, Defendants intercepted Marsh's personal information from the Payday Loan Website, including her checking account number and bank routing number.

59. Without Marsh's knowledge or consent, Defendants used Marsh's personal information—including her account number and bank routing number—to enroll Marsh as a member of the Liberty Website and/or the U-Clip Website.

60. On or around January 16, 2011, without Marsh's knowledge or consent, Defendants generated a remotely created check from Marsh's checking account, payable to Liberty Discount Club, in the amount of \$49.98.



74. As a result, money was wrongfully withdrawn from Evans's account and Evans has been damaged.

76. Pursuant to Code of Civil Procedure section 382 and Rules of Court 3.760-3.771, Plaintiffs Marsh and Evans bring this action on their own behalves and as representatives of all California residents: a) whose checking accounts were drawn on by way of remotely created checks created by Defendants for the Liberty Website and/or U-Clip Website and/or other online coupon or discount service operated by Defendants after May 6, 2007, and b) who never consented to the creation of a remotely created

1 check to pay for Defendants' services on the Liberty Website and/or U-Clip Website  
 2 and/or other online coupon or discount service operated by Defendants (the "California  
 3 Subclass").

4 77. A class action is appropriate here because there exists an ascertainable  
 5 Class and California Subclass, and a well-defined community of interest in the questions  
 6 of law and fact involved.

7 78. The Class and California Subclass are readily ascertainable from  
 8 Defendants' records of members of Defendants' Liberty Website and/or U-Clip Website  
 9 and/or other online coupon or discount service operated by Defendants.

10 79. A class action is the superior method of adjudicating this controversy  
 11 because: a) the Class and California Subclass are so numerous that the joinder of all  
 12 members is impracticable, b) there are questions of law and fact common to the Class  
 13 and California Subclass that predominate over any question affecting only individual  
 14 Class and California Subclass members, and c) the claims of the representative Plaintiffs  
 15 are typical of the claims of the Class and California Subclass, and the representative  
 16 Plaintiffs will fairly and adequately protect the interests of the Class and California  
 17 Subclass.

18 80. The common questions of law and fact include:

- 19 • Whether Defendants intercepted the personal information that
- 20 Applicants submitted to the Payday Loan Websites, as the term
- 21 "intercepted" is used in 18 U.S.C. §2510(4);
- 22 • Whether Defendants used information from Payday Loan Websites
- 23 to draft remotely created checks;
- 24 • Whether Defendants obtained authorization to draft remotely created
- 25 checks from Plaintiffs and the other Class members;
- 26 • Whether Defendants' unauthorized creation of remotely created
- 27 checks from the California Subclass members' checking accounts
- 28 violated California Business & Professions Code section 17200

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- Whether Defendants' unauthorized creation of remotely created checks from the Class members' checking accounts violated Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§44-1521 *et. seq.* and constituted conversion of the Class members' money; and
- Whether Defendants' unauthorized use of the Class members' personal banking information, obtained through the interception of an electronic communication, violated the federal Electronic Communications Privacy act, 18 U.S.C. §§2510 *et seq.*

81. Plaintiffs can and will fairly and adequately represent and protect the interests of the Class and California Subclass because:

- All of the questions of law and fact regarding the liability of Defendants are common to the Class and California Subclass and predominate over any individual issues that may exist, such that by prevailing on their own claims, Plaintiffs will necessarily establish the liability of Defendants to all Class and California Subclass members;
- Without the representation provided by Plaintiffs, it is unlikely that any Class or Subclass members would receive legal representation and/or obtain recourse for the misconduct carried out by Defendants; and
- Plaintiffs have retained competent attorneys who are experienced both in the conduct of class actions and the law governing online advertising, e-contracting, and online payment systems. Plaintiffs and their counsel have the necessary resources to litigate this class action, and Plaintiffs and their counsel are aware of their fiduciary responsibility to the Class and California Subclass members and are determined to discharge those duties to obtain the best possible recovery for the Class and California Subclass.

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**FIRST CLAIM FOR RELIEF**

**(Violation of California Business and Professions Code §17200—  
brought by Marsh and Evans Individually and on behalf of the California Subclass  
against all Defendants)**

82. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 81.

83. Without the authorization or consent of Plaintiffs or the other California Subclass members, Defendants obtained the California Subclass members' personal information—including their checking account numbers and bank routing numbers—from one or more Payday Loan Websites.

84. Without the authorization or consent of Plaintiffs or the other California Subclass members, Defendants registered the California Subclass members for membership with the Liberty Website and/or the U-Clip Website, using the personal information Defendants had obtained from one or more Payday Loan Websites.

85. Without the authorization or consent of Plaintiffs or the other California Subclass members, Defendants drafted remotely created checks drawn on the California Subclass members' checking accounts.

86. Without the authorization or consent of Plaintiffs or the other California Subclass members, Defendants deposited in their depository bank accounts the remotely created checks drawn on the California Subclass members' checking accounts.

87. Without the authorization or consent of Plaintiffs or the other California Subclass members, money was transferred from the California Subclass members' checking accounts to Defendants' depository bank accounts.

88. Defendants have engaged in an unlawful, unfair, and/or fraudulent business act in violation of California Business and Professions Code section 17200.

89. As a result of Defendants' misconduct, Plaintiffs and the other California Subclass members were damaged.

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**SECOND CLAIM FOR RELIEF**

**(Violation of Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§44-1521 et. seq.—  
brought by Marsh and Evans Individually and on behalf of the Class against all  
Defendants)**

90. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 89.

91. Plaintiffs and the other Class members applied for payday loans on various Payday Loan Websites, which on information and belief, were operated by Defendants and/or Defendants' affiliates.

92. Before Defendants obtained Plaintiffs' and the other Class members' personal information through the Payday Loan Websites, neither Defendants nor their affiliates informed the Class members that Defendants would draft remotely created checks from the Class members' checking accounts using the information collected on the Payday Loan Websites.

93. Without the authorization or consent of Plaintiffs or the other Class members, Defendants obtained the Class members' personal information—including their checking account numbers and bank routing numbers—from one or more Payday Loan Websites.

94. Without the authorization or consent of Plaintiffs or the other Class members, Defendants registered the Class members for membership with the Liberty Website and/or the U-Clip Website, using the personal information Defendants had obtained from one or more Payday Loan Websites.

95. Without the authorization or consent of Plaintiffs or the other Class members, Defendants drafted remotely created checks drawn on the Class members' checking accounts.

96. Without the authorization or consent of Plaintiffs or the other Class members, Defendants deposited in their depository bank accounts the remotely created checks drawn on the Class members' checking accounts.

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1           105. Without the authorization or consent of Plaintiffs or the other Class  
2 members, Defendants intercepted the Class members' personal information—including  
3 their checking account numbers and bank routing numbers—from one or more Payday  
4 Loan Websites.

5           106. Without the authorization or consent of Plaintiffs or the other Class  
6 members, Defendants registered the Class members for membership with the Liberty  
7 Website and/or the U-Clip Website, using the personal information Defendants had  
8 obtained from one or more Payday Loan Websites.

9           107. Without the authorization or consent of Plaintiffs or the other Class  
10 members, Defendants drafted remotely created checks drawn on the Class members'  
11 checking accounts.

12           108. Without the authorization or consent of Plaintiffs or the other Class  
13 members, Defendants deposited in their depository bank accounts the remotely created  
14 checks drawn on the Class members' checking accounts.

15           109. Without the authorization or consent of Plaintiffs or the other Class  
16 members, money was transferred from the Class members' checking accounts to  
17 Defendants' depository bank accounts.

18           110. By engaging in the above-described conduct, Defendants intentionally used  
19 and endeavored to use the contents of an electronic communication, knowing or having  
20 reason to know that the information was obtained through the interception of an  
21 electronic communication in violation of 18 U.S.C. §2511.

22           111. Defendants intercepted and used Plaintiffs' and the other Class members'  
23 electronic communications for the purpose of committing criminal and tortious acts in  
24 violation of the laws of the United States and other states.

25           112. As a result of Defendants' misconduct, Plaintiffs and the other Class  
26 members were damaged.

27

28

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**FOURTH CLAIM FOR RELIEF**

**(Conversion—brought by Marsh and Evans individually and on behalf of the Class against all Defendants)**

113. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 112.

114. Without the authorization or consent of Plaintiffs or the other Class members, Defendants obtained the Class members' personal information—including their checking account numbers and bank routing numbers—from one or more Payday Loan Websites.

115. Without the authorization or consent of Plaintiffs or the other Class members, Defendants registered the Class members for membership with the Liberty Website and/or the U-Clip Website, using the personal information Defendants had obtained from one or more Payday Loan Websites.

116. Without the authorization or consent of Plaintiffs or the other Class members, Defendants drafted remotely created checks drawn on the Class members' checking accounts.

117. Without the authorization or consent of Plaintiffs or the other Class members, Defendants deposited in their depository bank accounts the remotely created checks drawn on the Class members' checking accounts.

118. Without the authorization or consent of Plaintiffs or the other Class members, money was transferred from the Class members' checking accounts to Defendants' depository bank accounts.

119. Plaintiffs and the other Class members owned the money in their bank accounts that was wrongfully transferred by Defendants through the use of remotely created checks.

120. Defendants transferred Plaintiffs' and the other Class members' money to Defendants willfully, without legal justification, and in a manner that was inconsistent with and violated the Class members' rights to their money.

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121. The money wrongfully transferred by Defendants is a specific, identifiable sum.

122. As a result of Defendants' misconduct, Plaintiffs and the other Class members were damaged.

### PRAYER FOR RELIEF

**WHEREFORE**, Plaintiffs respectfully request judgment as follows:

1. That the Court enter a judgment finding that Defendants have:

- a. violated California Business and Professions Code §17200;
- b. violated Arizona Revised Statutes §44-1521;
- c. violated 18 U.S.C. §2511; and
- d. committed conversion.

2. That the Court enter a preliminary and permanent injunction restraining Defendants from drafting or depositing remotely created checks without the payor's authorization and consent.

3. That the Court award damages and monetary relief as follows:

- a. Damages in an amount to be determined at trial in the form of the Class members' actual damages;
- b. Damages in an amount to be determined at trial in the form of restitution of the money wrongfully withdrawn from the Class members' checking accounts pursuant to Cal. Bus. & Prof. C. §17200 and Arizona Revised Statutes §44-1521;
- c. The greater of the Class members' actual damages on the one hand and statutory damages of \$10,000 per violation as for each Class member on the other hand pursuant to 18 U.S.C. §2520(c);
- d. Punitive damages of \$10,000 per violation or other appropriate punitive damages under Arizona Revised Statutes §44-1531;
- e. Punitive damages pursuant to 18 U.S.C. §2520(a);
- f. Exemplary damages pursuant to California Civil Code §3294;

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## Exhibit C



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ENDORSED  
 FILED  
 Superior Court of California  
 County of San Francisco

SEP 23 2011

CLERK OF THE COURT

By: MICHAEL RAYRAY  
Deputy Clerk

Attorneys for Plaintiffs  
 AMBER KRISTI MARSH AND STACIE EVANS

**SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF SAN FRANCISCO**

**AMBER KRISTI MARSH and  
 STACIE EVANS**, individually and on  
 behalf of a class of similarly situated  
 persons,

Plaintiffs,

vs.

**ZAAZOOM SOLUTIONS, LLC**, a  
 Delaware Limited Liability Company;  
**ZAZA PAY LLC**, a Delaware Limited  
 Liability Company *dba* Discount Web  
 Member Sites, LLC, Unlimited Local  
 Savings, LLC, Web Discount Club, Web  
 Credit Rpt. Co., MegaOnlineClub, LLC,  
 and RaiseMoneyForAnything;  
**MULTIECOM, LLC**, a Colorado Limited  
 Liability Company *dba* Online Discount  
 Membership, Web Discount Company,  
 and Liberty Discount Club; **ONLINE  
 RESOURCE CENTER, LLC**, a Delaware  
 Limited Liability Company *dba* Web  
 Coupon Site, USave Coupon, and UClip;  
**MOE TASSOUDJI**, an individual;  
**BILL CUEVAS**, an individual; **FIRST  
 BANK OF DELAWARE**, a Delaware  
 Corporation; **FIRST NATIONAL BANK  
 OF CENTRAL TEXAS**, a Texas

**CLASS ACTION**

Case No. CGC-11-510815

**SECOND AMENDED COMPLAINT  
 FOR:**

- VIOLATION OF BUS. & PROF. C. §17200;
- VIOLATION OF ARIZ. REV. STAT. §§44-1521 *et seq.*;
- VIOLATION OF 18 U.S.C. §2510 *et seq.*;
- CONVERSION AND AIDING AND ABETTING CONVERSION;
- NEGLIGENCE

**DEMAND FOR JURY TRIAL**

Case No. CGC-11-510815

**SECOND AMENDED COMPLAINT**

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1 Corporation; **SUNFIRST BANK**, a Utah  
2 Corporation; **JACK HENRY &**  
3 **ASSOCIATES, INC.**, a Delaware  
4 Corporation *dba* **PROFITSTARS**;  
5 **AUTOMATED ELECTRONIC**  
6 **CHECKING, INC.**, a Nevada Corporation;  
7 **DATA PROCESSING SYSTEMS, LLC**, a  
8 Delaware Limited Liability Company, and  
9 **DOES 1-10**, inclusive,

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Defendants.

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1 Plaintiffs Amber Kristi Marsh and Stacie Evans bring this action individually and on  
 2 behalf of a class of similarly situated persons, by and through their undersigned counsel,  
 3 and allege as follows:

#### 4 INTRODUCTION

5 1. This complaint addresses Defendants' theft of money from those who need  
 6 it the most. Defendants Zaazoom Solutions, LLC, Zaza Pay LLC, MultiECom, LLC,  
 7 Online Resource Center, LLC, Moe Tassoudji, and Bill Cuevas (collectively, the "Zaazoom  
 8 Defendants") operate a scam where they lure people into applying for payday loans on  
 9 Internet websites. The Zaazoom Defendants take the information they gather from the  
 10 payday loan applications—including the applicants' banking information—and use this  
 11 information to forge checks on behalf of the applicants. These checks are fakes; they are  
 12 created without the applicants' knowledge or consent. These checks supposedly pay for  
 13 the Zaazoom Defendants' online coupon services, though no applicant ever agreed to buy  
 14 such services. In fact, the idea that a cash-strapped, payday loan applicant would spend  
 15 money on the Zaazoom Defendants' coupon service, the purpose of which is to  
 16 encourage a person to spend additional money with the Zaazoom Defendants' coupons,  
 17 is absurd. The money is transferred from the applicants' checking accounts to the  
 18 Zaazoom Defendants' bank accounts before the applicants realize that the forged checks  
 19 have been drawn or that withdrawals have been made. The Zaazoom Defendants have  
 20 performed this scam thousands of times, and robbed people in a frail financial condition of  
 21 their remaining money.

22 2. Defendants Jack Henry & Associates, Inc., Automated Electronic Checking,  
 23 Inc., and Data Processing Systems, LLC (the "Processors") and Defendants First Bank of  
 24 Delaware, First National Bank of Central Texas, and SunFirst Bank (the "Depository  
 25 Banks") serve as the payment processors and depository banks for the Zaazoom  
 26 Defendants. The Processors and Depository Banks provided material assistance to the  
 27 Zaazoom Defendants knowing that, or in reckless disregard of the fact that, the Zaazoom  
 28 Defendants were engaging in wrongful and unlawful conduct.

1           3.     Plaintiffs Stacie Evans and Amber Kristi Marsh separately applied for payday  
2 loans on different payday loan websites in November 2010 and January 2011, respectively.

3           4.     As part of the online application process, each Plaintiff entered her personal  
4 information into the payday loan website, including her checking account number and  
5 bank routing number.

6           5.     During the application process, both Plaintiffs specifically avoided  
7 registering for any third party offers that were advertised on the payday loan websites.

8           6.     On information and belief, these payday loan websites were operated by  
9 the Zaazoom Defendants or by the Zaazoom Defendants' affiliates.

10          7.     Without Plaintiffs' knowledge or consent, the Zaazoom Defendants  
11 obtained Plaintiffs' personal information from these payday loan websites.

12          8.     Without Plaintiffs' knowledge or consent, the Zaazoom Defendants used  
13 Plaintiffs' personal information to register Plaintiffs for the Zaazoom Defendants' online  
14 coupon services.

15          9.     However, Plaintiffs had never heard of the Zaazoom Defendants' coupon  
16 services, let alone registered for these services.

17          10.    The Zaazoom Defendants—with the knowing and material assistance of the  
18 Processors—then drafted remotely created checks from Plaintiffs' checking accounts,  
19 making them payable to the Zaazoom Defendants for the Zaazoom Defendants' coupon  
20 services. Plaintiffs never authorized the Zaazoom Defendants or the Processors to draft  
21 these checks.

22          11.    The Zaazoom Defendants—with the knowing and material assistance of the  
23 Processors—deposited the checks in the Zaazoom Defendants' accounts with the  
24 Depository Banks.

25          12.    While knowing about—or in reckless disregard of—the Zaazoom  
26 Defendants' scam, the Depository Banks authenticated the remotely created checks and  
27 sent the checks to Plaintiffs' banks for settlement.

28 //

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**PARTIES**

20. On information and belief, Defendant Zaazoom Solutions, LLC ("Zaazoom") is a Delaware limited liability company with its principal office in Scottsdale, Arizona.

21. On information and belief, Defendant Zaza Pay LLC ("Zaza Pay") is a Delaware limited liability company with its principal office in Scottsdale, Arizona.

22. On Information and belief, Zaazoom is the sole member and principal of Zaza Pay.

23. On information and belief, Zaza Pay operates under the fictitious business names Discount Web Member Sites, LLC; Unlimited Local Savings, LLC; Web Discount Club; Web Credit Rpt. Co.; MegaOnlineClub, LLC; and RaiseMoneyForAnything.

24. On information and belief, Defendant MultiECom, LLC is a Colorado limited liability company with its principal office in Scottsdale, Arizona.

25. On information and belief, Zaza Pay is the sole member and principal of MultiECom, LLC.

26. On information and belief, MultiECom, LLC operates under the fictitious business names Online Discount Membership, Web Discount Company, and Liberty Discount Club.

27. On information and belief, Defendant Online Resource Center, LLC is a Delaware Limited Liability Company with its principal office in Scottsdale, Arizona.

28. On information and belief, ZaZa Pay is the sole member and principal of Online Resource Center, LLC.

29. On information and belief, Defendant Online Resource Center, LLC operates under the fictitious business names Web Coupon Site, USave Coupon, and UClip.

30. On information and belief, Zaazoom's sole principals and members are Defendants Moe Tassoudji and Bill Cuevas.

//

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1 31. On information and belief, Tassoudji and Cuevas run the day-to-day  
 2 operations of Zaazoom, Zaza Pay, MultiECom, LLC, and Online Resource Center, LLC  
 3 and also make all significant strategic decisions for these Defendants.

4 32. On information and belief, Tassoudji and Cuevas were aware of and  
 5 actively participated in all of the actions, activities, and events alleged herein.

6 33. On information and belief, Defendant First Bank of Delaware is a Delaware  
 7 corporation and a Delaware chartered bank based in Wilmington, Delaware.

8 34. On information and belief, Defendant First National Bank of Central Texas  
 9 is a Texas corporation and a national bank based in Waco, Texas.

10 35. On information and belief, Defendant SunFirst Bank is a Utah corporation  
 11 and a Utah chartered bank based in Saint George, Utah.

12 36. On information and belief, Defendant Jack Henry & Associates, Inc. is a  
 13 Delaware corporation based in Monett, Missouri. On information and belief, Jack Henry  
 14 & Associates, Inc. conducts business under the name of one of its divisions, ProfitStars.

15 37. On information and belief, Defendant Automated Electronic Checking, Inc. is  
 16 a Nevada corporation based in Reno, Nevada.

17 38. On information and belief, Defendant Data Processing Systems, LLC is a  
 18 Delaware limited liability company based in Riverdale, New York.

19 39. Plaintiff Amber Kristi Marsh is an individual residing in Palm Desert,  
 20 California.

21 40. Plaintiff Stacie Evans is an individual residing in Palmdale, California.

22 41. Plaintiffs are uncertain of the true names and capacities of those  
 23 defendants sued by the fictitious names DOES 1 through 10, who also are responsible  
 24 and liable for the injuries alleged in this second amended complaint and who proximately  
 25 caused damages to Plaintiff and the members of the Class. Plaintiffs will amend this  
 26 complaint to add the true names and capacities of the DOES when they become known.

27 42. Upon information and belief, at all times all Defendants were the principals,  
 28 agents, affiliates, partners, and/or co-conspirators of each other, and each acted within

1 the course, scope, and authority of such relationships so that, as a result, all Defendants  
2 are jointly and severally liable for the acts alleged herein.

### 3 **FACTUAL ALLEGATIONS**

#### 4 **Remotely Created Checks**

5 43. A remotely created check is a check that is not created by the paying bank  
6 and that does not bear the signature of the payor. Rather, a remotely created check is a  
7 check that: a) is created by the payee, b) is drawn on the payor's bank account, and c)  
8 does not bear the signature of the payor in the format agreed to between the paying bank  
9 and payor.

10 44. A remotely created check is typically created when the holder of a checking  
11 account (the payor) authorizes a payee to draft a check on the payor's account, but  
12 where the payor does not actually sign the check.

13 45. In place of the signature of the payor, a remotely created check typically  
14 bears the customer's printed or typed name or bears a statement that the payor has  
15 authorized the check.

16 46. Thus, with the payor's authorization, the payee may create a remotely  
17 created check payable to itself. Instead of obtaining the payor's actual signature on the  
18 check, the payee inserts the statement that the payor has authorized the remotely created  
19 check. The payee then deposits the remotely created check in the payee's bank account.

20 47. After evaluating the authenticity of the check, the payee's bank sends the  
21 remotely created check to the payor's bank for settlement. If the payor's bank accepts  
22 the check, it will provide the funds identified in the check to the payee's bank. The  
23 payee's bank, in turn, will deposit those funds in the payee's account. All of these steps  
24 may occur before the payor sees the remotely created check or even knows that a  
25 withdrawal has been made from his or her bank account.

26 48. Remotely created checks can be a useful payment device. For example, a  
27 debtor can authorize a service provider to draft a remotely created check by telephone,  
28 which may enable the debtor to pay his or her bill in a timely manner and avoid late charges.

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49. On the other hand, remotely created checks are vulnerable to fraud because they do not bear the payor's signature or other readily verifiable indication of authorization.

50. As the Federal Trade Commission has noted, the banking community and lawmakers have recognized that with remotely created checks, the burden of ensuring that the check is authorized is properly placed on the bank whose customer deposited the check. This is true because this bank—i.e. the depository bank—is in the best position to detect fraud, and this burden provides an economic incentive for the depository bank to monitor customers that deposit remotely created checks, and thus, to limit the number of fraudulent remotely created checks that are introduced into the check collection system. Thus, the depository bank has a duty to examine a remotely created check for authenticity before sending the check to the paying bank for settlement.

51. Remotely created checks are subject to state law on negotiable instruments, and specifically Articles 3 and 4 of the Uniform Commercial Code, as adopted by California in Commercial Code sections 3101 *et seq.* and 4101 *et seq.*

52. If a remotely created check is not honored by the paying bank (or drawee), the check is deemed "returned."

53. A remotely created check may be returned for a variety of reasons, including where the drawer account does not exist or is closed, where the drawer account has insufficient funds to settle the check, or where the check is a forgery or otherwise fraudulent.

54. For the past several years, the Federal Reserve has reported that the average total return rate for checks is about 0.5%.

**The Zaazoom Defendants Misappropriated Personal Information and Drafted Fraudulent Remotely Created Checks Using that Information**

55. The Zaazoom Defendants provide online coupon services through various Internet websites, including but not limited to <libertydiscountclub.com>, <777discountclub.com>, <247discountclub.com>, <grocerysavingsdirect.com>.

1 <couponsinyourmailbox.com>, <websavingsclub.com>, <savingclub247.com>,  
 2 <discountclub247.com>, and <uclipusave.com> (collectively, the "Zaazoom Defendants'  
 3 Websites").

4 56. Members of the Zaazoom Defendants' Websites can download and/or print  
 5 coupons from these websites, which can then be redeemed with various merchants.

6 57. A person may sign up to become a member of one of the Zaazoom  
 7 Defendants' Websites by entering his or her name, address, email address, and phone  
 8 number into the website's application screen. Additionally, to become a member of one  
 9 of the Zaazoom Defendants' Websites, a person must enter his or her checking account  
 10 number and bank routing number into the websites' application screen.<sup>1</sup> Once  
 11 registered, the Zaazoom Defendants draft remotely created checks from the member's  
 12 checking account to pay for the Zaazoom Defendants' coupon services.

13 58. Despite the foregoing process, most members of the Zaazoom Defendants'  
 14 Websites did not become members voluntarily. Rather, the Zaazoom Defendants  
 15 registered most people without their knowledge or consent.

16 59. In particular, the Zaazoom Defendants obtained information regarding  
 17 individuals ("Applicants") from various websites that allow individuals to apply for short-  
 18 term cash advances, all referred to as payday loans or paycheck loans (collectively, the  
 19 "Payday Loan Websites").<sup>2</sup>

20 60. On information and belief, the Payday Loan Websites were created,  
 21 maintained, and operated by the Zaazoom Defendants or the Zaazoom Defendants'  
 22 affiliates. The affiliates are third parties with whom the Zaazoom Defendants contract to  
 23

24  
 25 <sup>1</sup> Instead of checking account information, a user of one of Defendants' Websites can  
 26 enter credit card information; however the default setting is for the user to enter his or her  
 27 checking account information.

28 <sup>2</sup> A payday loan (also called a paycheck advance or payday advance) is a small, short-  
 term loan intended to cover immediate expenses until the loan applicant's next paycheck  
 arrives, where payment and repayment are made directly to and from the recipient's  
 checking account.

1 collect Applicants' personal information through the operation of the Payday Loan  
2 Websites.

3 61. When applying for a payday loan on a Payday Loan Website, an Applicant  
4 was required to enter his or her personal information, including, name, address, email  
5 address, and telephone number. Additionally, an Applicant was required to enter his or  
6 her checking account number and bank routing number. The Payday Loan Websites  
7 would not allow the Applicant to proceed with the application process unless a valid  
8 checking account number and bank routing number were entered. With varying  
9 language, the Payday Loan Websites stated that the Applicant's checking account  
10 information is necessary to fund the loan.

11 62. Without the Applicants' knowledge or consent, the operators of the Payday  
12 Loan Websites transferred the Applicants' personal information—including the  
13 Applicants' checking account information—to the Zaazoom Defendants.

14 63. Without the Applicants' knowledge or consent, the Zaazoom Defendants  
15 used the Applicants' personal information to register the Applicants for memberships with  
16 Defendants' Website(s), such as <libertydiscountclub.com> (the "Liberty Website") and  
17 <uclipusave.com> (the "U-Clip Website").

18 64. The Applicants never consented to registering for any membership with any  
19 one of the Zaazoom Defendants' Websites.

20 65. Without the Applicants' knowledge or consent, after the Zaazoom  
21 Defendants registered the Applicants as members of the Zaazoom Defendants'  
22 Website(s), the Zaazoom Defendants drafted remotely created checks from the  
23 Applicants' checking accounts payable to Liberty Discount Club, U-Clip Coupon, or other  
24 coupon service(s) owned and operated by the Zaazoom Defendants. The Applicants  
25 were unaware that the Zaazoom Defendants were drafting or depositing these remotely  
26 created checks.

27 66. The Zaazoom Defendants deposited these remotely created checks in the  
28 Zaazoom Defendants' depository bank accounts.

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1        67. The Zaazoom Defendants' banks authenticated these checks as legitimate  
2 and then sent them to the Applicants' banks for settlement.

3        68. Upon receiving the settled funds from the Applicants' banks, the Zaazoom  
4 Defendants' banks deposited the funds in Defendants' accounts.

5        69. On information and belief, Defendants Tassoudji and Cuevas knew about,  
6 controlled, orchestrated, and actively participated in the above-described misconduct as  
7 principals, officers, and employees of Zaazoom, Zaza Pay, MultiECorn, LLC, and Online  
8 Resource Center, LLC.

9        70. The return rate for the Zaazoom Defendants' remotely created checks was  
10 extraordinarily high. On information and belief, the total return rate for the Zaazoom  
11 Defendants' remotely created checks exceeded 50%, or over 100 times the national  
12 average for returned checks.

13        71. As a result of the Zaazoom Defendants' misconduct, money was wrongfully  
14 withdrawn from the Applicants' bank accounts.

15        **The Processors Knew About or Recklessly Disregarded the Zaazoom Defendants'**  
16 **Unlawful Practices**

17        72. On information and belief, for nearly all of the remotely created checks  
18 drawn from the Applicants' checking accounts, the Zaazoom Defendants engaged  
19 payment processors to facilitate the creation, batching, and/or depositing of the remotely  
20 created checks.

21        73. On information and belief, Defendants Jack Henry & Associates, Inc. dba  
22 ProfitStars, Data Processing Systems, LLC, and Automated Electronic Checking, Inc.  
23 (collectively, the "Processors") served as payment processors for the Zaazoom  
24 Defendants.

25        74. On information and belief, the Processors had the opportunity to examine  
26 the Zaazoom Defendants' current businesses model and past finances before the  
27 Processors agreed to work with the Zaazoom Defendants.

28 //

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1        75. On information and belief, the Zaazoom Defendants entered into contracts  
2 with the Processors, whereby the Processors agreed to facilitate the creation, batching,  
3 and/or depositing of the Zaazoom Defendants' remotely created checks in return for  
4 receiving a fee for each check.

5        76. On information and belief, the Zaazoom Defendants transferred the  
6 personal information for the Applicants to the Processors.

7        77. On information and belief, the Processors created remotely created checks  
8 using the Applicants' personal information on behalf of the Zaazoom Defendants.

9        78. The Processors deposited these remotely created checks in the Zaazoom  
10 Defendants' depository bank accounts.

11       79. On information and belief, the Processors had access to and monitored the  
12 Zaazoom Defendants' depository bank accounts.

13       80. On information and belief, the Processors were notified when one of the  
14 Zaazoom Defendants' remotely created checks was returned as not payable by the  
15 paying bank (or drawee).

16       81. On information and belief, the Processors maintained aggregate data for  
17 the Zaazoom Defendants' remotely created checks, including the total number of checks  
18 deposited, the total dollar amount deposited, the total number of returned checks, and  
19 the reasons for the returned checks.

20       82. The Processors knew that the return rate for the Zaazoom Defendants'  
21 remotely created checks far exceeded an acceptable return rate by as much as 100  
22 times.

23       83. The Processors knew that thousands of purported drawers of the Zaazoom  
24 Defendants' remotely created check had reported that the checks were forgeries to the  
25 paying banks (drawees).

26       84. Based on these circumstances, the Processors knew or should have known  
27 the Zaazoom Defendants were engaging in wrongful and unlawful conduct.

28 //

1        85. Despite this knowledge—or reckless disregard of the truth—the Processors  
2 knowingly provided material assistance to the Zaazoom Defendants in depositing their  
3 remotely created checks.

4        86. As a result of the Processors' misconduct, money was wrongfully withdrawn  
5 from the Applicants' bank accounts.

6                    **The Depositary Banks Knew About or Recklessly Disregarded the Zaazoom**  
7                    **Defendants' Unlawful Practices**

8        87. The Zaazoom Defendants—either in their own name, or in the name of the  
9 Processors—maintain depositary bank accounts with Defendants First Bank of Delaware,  
10 First National Bank of Central Texas, and SunFirst Bank (collectively, the "Depositary  
11 Banks").

12        88. As described above, the Zaazoom Defendants took the information they  
13 gathered from the payday loan applications, and used that information to forge remotely  
14 created checks on behalf of the Applicants without the Applicants' knowledge or consent.

15        89. The Zaazoom Defendants—with the assistance of the Processors—  
16 deposited these remotely created checks in the Zaazoom Defendants' accounts with the  
17 Depositary Banks.

18        90. The Depositary Banks had access to and monitored the Zaazoom  
19 Defendants' bank accounts.

20        91. The Depositary Banks were notified when one of the Zaazoom Defendants'  
21 remotely created checks was returned as not payable by the paying bank (or drawee).

22        92. The Depositary Banks maintained aggregate data for the Zaazoom  
23 Defendants' accounts, including the total number of checks deposited, the total dollar  
24 amount deposited, the total number of returned checks, and the reasons for the returned  
25 checks.

26        93. The Depositary Banks knew that the return rate for the Zaazoom  
27 Defendants' remotely created checks far exceeded an acceptable return rate, by as  
28 much as 100 times.

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1 Zaazoom Defendants intercepted Marsh's personal information from the Payday Loan  
2 Website, including her checking account number and bank routing number.

3 103. Without Marsh's knowledge or consent, the Zaazoom Defendants used  
4 Marsh's personal information—including her account number and bank routing number—  
5 to enroll Marsh as a member of the Liberty Website and/or the U-Clip Website.

6 104. On or around January 16, 2011, without Marsh's knowledge or consent, the  
7 Zaazoom Defendants generated a remotely created check from Marsh's checking  
8 account, payable to Liberty Discount Club, in the amount of \$49.98 (the "Marsh Check").

9 105. On information and belief, Defendants Jack Henry & Associates, Inc. and  
10 Data Processing Systems, LLC served as the payment processors for the Marsh Check.

11 106. On information and belief, Defendants Jack Henry & Associates, Inc. and  
12 Data Processing Systems, LLC, on behalf of the Zaazoom Defendants, deposited the  
13 Marsh Check in the Zaazoom Defendants' depository account with Defendant First  
14 National Bank of Central Texas.

15 107. On information and belief, Defendants Jack Henry & Associates, Inc., Data  
16 Processing Systems, LLC, and First National Bank of Central Texas knew about or  
17 recklessly disregarded the fact that the Marsh Check was a forgery.

18 108. On information and belief, Defendants Jack Henry & Associates, Inc., Data  
19 Processing Systems, LLC, and First National Bank of Central Texas provided the  
20 Zaazoom Defendants with material assistance in creating, depositing, and settling the  
21 Marsh Check.

22 109. As a result of Defendants' misconduct, money was wrongfully withdrawn  
23 from Marsh's account and Marsh has been damaged.

#### 24 **Plaintiff Evans**

25 110. Plaintiff Evans has never applied to be a member of the Liberty Website,  
26 the U-Clip Website, or any other one of the Zaazoom Defendants' websites. Evans  
27 never provided her checking account number or her bank routing number to either the  
28

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1 Liberty Website or the U-Clip Website or any other one of the Zaazoom Defendants'  
2 websites.

3 111. On or around October 25, 2010, Evans applied for a payday loan on a  
4 Payday Loan Website.

5 112. In applying for a payday loan, the Payday Loan Website presented Evans  
6 with online offers for unrelated goods and services. However, Evans specifically chose  
7 not to participate in any of those offers or to make any purchases. Given Evans's  
8 financial situation, it was not possible for Evans to consider participating in such offers,  
9 and she automatically rejected all such offers.

10 113. In order to apply for a payday loan, the Payday Loan Website required  
11 Evans to enter her checking account number and her bank routing number into the  
12 Payday Loan Website's application screen. Evans entered this information into the  
13 Payday Loan Website.

14 114. On information and belief, without Evans's knowledge or consent, the  
15 Zaazoom Defendants intercepted Evans's personal information from the Payday Loan  
16 Website, including her checking account number and bank routing number.

17 115. Without Evans's knowledge or consent, the Zaazoom Defendants used  
18 Evans's personal information—including her account number and bank routing number—  
19 to enroll Evans as a member of the Liberty Website and/or the U-Clip Website.

20 116. On or around October 25, 2010, without Evans's knowledge or consent, the  
21 Zaazoom Defendants generated a remotely created check from Evans's checking  
22 account, payable to Liberty Discount Club, in the amount of \$49.98 (the "Evans 10/25  
23 Check").

24 117. On or around October 28, 2010, without Evans's knowledge or consent, the  
25 Zaazoom Defendants generated a remotely created check from Evans's checking  
26 account, payable to Discount Web Member Site, in the amount of \$22.99 (the "Evans  
27 10/28 Check").

28 //

1 118. On or around November 1, 2010, without Evans's knowledge or consent,  
 2 the Zaazoom Defendants generated a remotely created check from Evans's checking  
 3 account, payable to UClip Coupon, in the amount of \$12.99 (the "Evans 11/01 Check").

4 119. On or around December 3, 2010, without Evans's knowledge or consent,  
 5 the Zaazoom Defendants generated a remotely created check from Evans's checking  
 6 account, payable to UClip Coupon, in the amount of \$12.99 (the "Evans 12/03 Check").

7 120. On information and belief, Defendant Automated Electronic Checking, Inc.  
 8 served as the payment processor for the Evans 10/25 Check.

9 121. On information and belief, Defendant Automated Electronic Checking, Inc.,  
 10 on behalf of the Zaazoom Defendants, deposited the Evans 10/25 Check in the Zaazoom  
 11 Defendants' depository account with Defendant SunFirst Bank.

12 122. On information and belief, Defendants Automated Electronic Checking, Inc.  
 13 and SunFirst Bank knew about or recklessly disregarded the fact that the Evans 10/25  
 14 Check was a forgery.

15 123. On information and belief, the Zaazoom Defendants—either by themselves  
 16 or with the material assistance of a payment processor—deposited the Evans 10/28  
 17 Check, the Evans 11/01 Check, and the Evans 12/03 Check in the Zaazoom Defendants'  
 18 depository account with Defendant First Bank of Delaware.

19 124. On information and belief, Defendant First Bank of Delaware knew about or  
 20 recklessly disregarded the fact that the Evans 10/28 Check, the Evans 11/01 Check, and  
 21 the Evans 12/03 Check were forgeries.

22 125. Defendants Automated Electronic Checking, Inc., SunFirst Bank, and First  
 23 Bank of Delaware provided the Zaazoom Defendants with material assistance in  
 24 creating, depositing, and settling the Evans 10/25 check, the Evans 10/28 Check, the  
 25 Evans 11/01 Check, and the Evans 12/03 Check.

26 126. As a result of Defendants' misconduct, money was wrongfully withdrawn  
 27 from Evans's account and Evans has been damaged.

28 //

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**CLASS ACTION ALLEGATIONS**

127. Pursuant to Code of Civil Procedure section 382 and Rules of Court 3.760-3.771, Plaintiffs Marsh and Evans bring this action on their own behalves and as representatives of all persons: a) whose checking accounts were drawn on by way of remotely created checks created by the Zaazoom Defendants for the Liberty Website and/or U-Clip Website and/or other online coupon or discount service operated by the Zaazoom Defendants after May 6, 2007, and b) who never consented to the creation of a remotely created check to pay for the Zaazoom Defendants' services on the Liberty Website and/or U-Clip Website and/or other online coupon or discount service operated by the Zaazoom Defendants (the "Class").

128. Pursuant to Code of Civil Procedure section 382 and Rules of Court 3.760-3.771, Plaintiffs Marsh and Evans bring this action on their own behalves and as representatives of all California residents: a) whose checking accounts were drawn on by way of remotely created checks created by the Zaazoom Defendants for the Liberty Website and/or U-Clip Website and/or other online coupon or discount service operated by the Zaazoom Defendants after May 6, 2007, and b) who never consented to the creation of a remotely created check to pay for the Zaazoom Defendants' services on the Liberty Website and/or U-Clip Website and/or other online coupon or discount service operated by the Zaazoom Defendants (the "California Subclass").

129. A class action is appropriate here because there exists an ascertainable Class and California Subclass, and a well-defined community of interest in the questions of law and fact involved.

130. The Class and California Subclass are readily ascertainable from Defendants' records of members of the Zaazoom Defendants' Liberty Website and/or U-Clip Website and/or other online coupon or discount services operated by the Zaazoom Defendants as well as from the remotely created check records of the Processors and the Depositary Banks.

131. A class action is the superior method of adjudicating this controversy

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1 because: a) the Class and California Subclass are so numerous that the joinder of all  
 2 members is impracticable, b) there are questions of law and fact common to the Class  
 3 and California Subclass that predominate over any question affecting only individual  
 4 Class and California Subclass members, and c) the claims of the representative Plaintiffs  
 5 are typical of the claims of the Class and California Subclass, and the representative  
 6 Plaintiffs will fairly and adequately protect the interests of the Class and California  
 7 Subclass.

8 132. The common questions of law and fact include:

- 9 • Whether the Zaazoom Defendants intercepted the personal  
 10 information that Applicants submitted to the Payday Loan Websites,  
 11 as the term "intercepted" is used in 18 U.S.C. §2510(4);
- 12 • Whether the Zaazoom Defendants used information from Payday  
 13 Loan Websites to draft remotely created checks;
- 14 • Whether the Zaazoom Defendants obtained authorization to draft  
 15 remotely created checks from Plaintiffs and the other Class  
 16 members;
- 17 • Whether the Processors and Depository Banks knew about or acted  
 18 in reckless disregard of the Zaazoom Defendants' misconduct, and  
 19 whether the Processors and Depository Banks provided the  
 20 Zaazoom Defendants with substantial assistance in carrying out their  
 21 misconduct;
- 22 • Whether the Zaazoom Defendants' unauthorized creation of  
 23 remotely created checks from the California Subclass members'  
 24 checking accounts—and the Processors' and Depository Banks'  
 25 substantial assistance in doing the same—violated California  
 26 Business & Professions Code section 17200;
- 27 • Whether Defendants' unauthorized creation of remotely created  
 28 checks from the Class members' checking accounts—and the

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Processors' and Depositary Banks' substantial assistance in doing the same—violated Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§44-1521 *et. seq.* and constituted conversion of the Class members' money;

- Whether Defendants' unauthorized use of the Class members' personal banking information, obtained through the interception of an electronic communication, violated the federal Electronic Communications Privacy act, 18 U.S.C. §§2510 *et seq.*; and
- Whether the Processors' and Depositary Banks' material assistance to the Zaazoom Defendants constituted a breach of their duty of ordinary care and negligence.

133. Plaintiffs can and will fairly and adequately represent and protect the interests of the Class and California Subclass because:

- All of the questions of law and fact regarding the liability of Defendants are common to the Class and California Subclass and predominate over any individual issues that may exist, such that by prevailing on their own claims, Plaintiffs will necessarily establish the liability of Defendants to all Class and California Subclass members;
- Without the representation provided by Plaintiffs, it is unlikely that any Class or Subclass members would receive legal representation and/or obtain recourse for the misconduct carried out by Defendants; and
- Plaintiffs have retained competent attorneys who are experienced both in the conduct of class actions and the law governing online advertising, e-contracting, and online payment systems. Plaintiffs and their counsel have the necessary resources to litigate this class action, and Plaintiffs and their counsel are aware of their fiduciary responsibility to the Class and California Subclass members and are

1 determined to discharge those duties to obtain the best possible  
2 recovery for the Class and California Subclass.

3 **FIRST CLAIM FOR RELIEF**

4 **(Violation of California Business and Professions Code §17200—**  
5 **brought by Marsh and Evans individually and on behalf of the**  
6 **California Subclass against all Defendants)**

7 134. Plaintiffs incorporate by reference the allegations contained in Paragraphs  
8 1 through 133.

9 135. Without the authorization or consent of Plaintiffs or the other California  
10 Subclass members, the Zaazoom Defendants obtained the California Subclass  
11 members' personal information—including their checking account numbers and bank  
12 routing numbers—from one or more Payday Loan Websites.

13 136. Without the authorization or consent of Plaintiffs or the other California  
14 Subclass members, the Zaazoom Defendants registered the California Subclass  
15 members for membership with the Liberty Website, the U-Clip Website, and/or one of the  
16 other Zaazoom Defendants' Websites using the personal information the Zaazoom  
17 Defendants had obtained from one or more Payday Loan Websites.

18 137. Without the authorization or consent of Plaintiffs or the other California  
19 Subclass members, the Zaazoom Defendants drafted remotely created checks drawn on  
20 the California Subclass members' checking accounts.

21 138. Without the authorization or consent of Plaintiffs or the other California  
22 Subclass members, the Zaazoom Defendants deposited in their depository bank  
23 accounts the remotely created checks drawn on the California Subclass members'  
24 checking accounts.

25 139. Without the authorization or consent of Plaintiffs or the other California  
26 Subclass members, money was transferred from the California Subclass members'  
27 checking accounts to the Zaazoom Defendants' depository bank accounts.

28 140. The Processors and Depository Banks provided substantial assistance to  
the Zaazoom Defendants in their commission of the above-described misconduct.

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1 141. The Processors and Depositary Banks provided substantial assistance to  
2 the Zaazoom Defendants, while knowing about or in reckless disregard of the  
3 wrongfulness and unlawfulness of the Zaazoom Defendants' misconduct.

4 142. Defendants have engaged in an unlawful, unfair, and/or fraudulent  
5 business act in violation of California Business and Professions Code section 17200.

6 143. As a result of Defendants' misconduct, Plaintiffs and the other California  
7 Subclass members were damaged.

## 8 **SECOND CLAIM FOR RELIEF**

9 **(Violation of Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§44-1521 et. seq.—**  
10 **brought by Marsh and Evans Individually and on behalf of the Class**  
11 **against all Defendants)**

12 144. Plaintiffs incorporate by reference the allegations contained in Paragraphs  
13 1 through 143.

14 145. Plaintiffs and the other Class members applied for payday loans on various  
15 Payday Loan Websites, which on information and belief, were operated by the Zaazoom  
16 Defendants and/or the Zaazoom Defendants' affiliates.

17 146. Before the Zaazoom Defendants obtained Plaintiffs' and the other Class  
18 members' personal information through the Payday Loan Websites, neither the Zaazoom  
19 Defendants nor their affiliates informed the Class members that the Zaazoom Defendants  
20 would draft remotely created checks from the Class members' checking accounts using  
21 the information collected on the Payday Loan Websites.

22 147. Without the authorization or consent of Plaintiffs or the other Class  
23 members, the Zaazoom Defendants obtained the Class members' personal information—  
24 including their checking account numbers and bank routing numbers—from one or more  
25 Payday Loan Websites.

26 148. Without the authorization or consent of Plaintiffs or the other Class  
27 members, the Zaazoom Defendants registered the Class members for membership with  
28 the Liberty Website, the U-Clip Website, and/or one of the other Zaazoom Defendants'

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1 Websites, using the personal information the Zaazoom Defendants had obtained from  
2 one or more Payday Loan Websites.

3 149. Without the authorization or consent of Plaintiffs or the other Class  
4 members, the Zaazoom Defendants drafted remotely created checks drawn on the Class  
5 members' checking accounts.

6 150. Without the authorization or consent of Plaintiffs or the other Class  
7 members, the Zaazoom Defendants deposited in their depository bank accounts the  
8 remotely created checks drawn on the Class members' checking accounts.

9 151. Without the authorization or consent of Plaintiffs or the other Class  
10 members, money was transferred from the Class members' checking accounts to the  
11 Zaazoom Defendants' depository bank accounts.

12 152. The Processors and Depository Banks provided substantial assistance to  
13 the Zaazoom Defendants in their commission of the above-described misconduct.

14 153. The Processors and Depository Banks provided substantial assistance to  
15 the Zaazoom Defendants, while knowing about or in reckless disregard of the  
16 wrongfulness and unlawfulness of the Zaazoom Defendants' misconduct.

17 154. In engaging in the above-described misconduct, Defendants used  
18 deception, deceptive acts and practices, fraud, false pretenses, false promises,  
19 misrepresentations, concealment, and the suppression or omission of material facts with  
20 intent that others rely upon such concealment, in connection with the sale or  
21 advertisement of objects, wares, goods, intangibles, and services in violation of Arizona  
22 Revised Statutes section 44-1521.

23 155. Defendants' misconduct was wanton, reckless, showed spite and ill will,  
24 and demonstrated a reckless indifference to the interests of others.

25 156. As a result of Defendants' misconduct, Plaintiffs and the other Class  
26 members were damaged.

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1 **THIRD CLAIM FOR RELIEF**

2 **(Violation of Electronic Communications Privacy Act,**  
 3 **18 U.S.C. §§2510 et seq.—brought by Marsh and Evans individually**  
 4 **and on behalf of the Class against all Defendants)**

5 157. Plaintiffs incorporate by reference the allegations contained in Paragraphs  
 6 1 through 156.

7 158. Plaintiffs and the other Class members applied for payday loans on various  
 8 Payday Loan Websites, which on information and belief, were operated by the Zaazoom  
 9 Defendants and/or the Zaazoom Defendants' affiliates.

10 159. Plaintiffs and the other Class members submitted their personal banking  
 11 information to the Payday Loan Websites with the understanding that such information  
 12 would be used only to apply for and fund a payday loan.

13 160. Plaintiffs' and the other Class members' submission of personal information  
 14 to the Payday Loan Websites constituted "electronic communications" as that term is  
 15 defined in 18 U.S.C. §2510.

16 161. Without the authorization or consent of Plaintiffs or the other Class  
 17 members, the Zaazoom Defendants intercepted Plaintiffs and the other Class members'  
 18 personal information—including their checking account numbers and bank routing  
 19 numbers—from one or more Payday Loan Websites.

20 162. Without the authorization or consent of Plaintiffs or the other Class  
 21 members, the Zaazoom Defendants registered the Class members for membership with  
 22 the Liberty Website, the U-Clip Website, and/or one of the other Zaazoom Defendants'  
 23 Websites, using the personal information the Zaazoom Defendants had obtained from  
 24 one or more Payday Loan Websites.

25 163. Without the authorization or consent of Plaintiffs or the other Class  
 26 members, the Zaazoom Defendants drafted remotely created checks drawn on the Class  
 27 members' checking accounts.

28 164. Without the authorization or consent of Plaintiffs or the other Class  
 members, the Zaazoom Defendants deposited in their depository bank accounts the

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1 remotely created checks drawn on the Class members' checking accounts.

2 165. Without the authorization or consent of Plaintiffs or the other Class  
3 members, money was transferred from the Class members' checking accounts to the  
4 Zaazoom Defendants' depositary bank accounts.

5 166. The Processors and Depositary Banks provided substantial assistance to  
6 the Zaazoom Defendants in their commission of the above-described misconduct.

7 167. The Processors and Depositary Banks provided substantial assistance to  
8 the Zaazoom Defendants, while knowing about or in reckless disregard of the  
9 wrongfulness and unlawfulness of the Zaazoom Defendants' misconduct.

10 168. By engaging in the above-described conduct, Defendants intentionally used  
11 and endeavored to use the contents of an electronic communication, knowing or having  
12 reason to know that the information was obtained through the interception of an  
13 electronic communication in violation of 18 U.S.C. §2511.

14 169. Defendants intercepted and used Plaintiffs' and the other Class members'  
15 electronic communications for the purpose of committing criminal and tortious acts in  
16 violation of the laws of the United States and other states.

17 170. As a result of Defendants' misconduct, Plaintiffs and the other Class  
18 members were damaged.

#### 19 **FOURTH CLAIM FOR RELIEF**

20 **(Conversion & Aiding and Abetting Conversion—brought by Marsh and Evans**  
21 **Individually and on behalf of the Class against all Defendants)**

22 171. Plaintiffs incorporate by reference the allegations contained in Paragraphs  
23 1 through 170.

24 172. Without the authorization or consent of Plaintiffs or the other Class  
25 members, the Zaazoom Defendants obtained the Class members' personal information—  
26 including their checking account numbers and bank routing numbers—from one or more  
27 Payday Loan Websites.

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1 173. Without the authorization or consent of Plaintiffs or the other Class  
2 members, the Zaazoom Defendants registered the Class members for membership with  
3 the Liberty Website, the U-Clip Website, and/or one of the other Zaazoom Defendants'  
4 Websites, using the personal information the Zaazoom Defendants had obtained from  
5 one or more Payday Loan Websites.

6 174. Without the authorization or consent of Plaintiffs or the other Class  
7 members, the Zaazoom Defendants drafted remotely created checks drawn on the Class  
8 members' checking accounts.

9 175. Without the authorization or consent of Plaintiffs or the other Class  
10 members, the Zaazoom Defendants deposited in their depository bank accounts the  
11 remotely created checks drawn on the Class members' checking accounts.

12 176. Without the authorization or consent of Plaintiffs or the other Class  
13 members, money was transferred from the Class members' checking accounts to the  
14 Zaazoom Defendants' depository bank accounts.

15 177. The Processors and Depository Banks provided substantial assistance to  
16 the Zaazoom Defendants in their commission of the above-described misconduct.

17 178. The Processors and Depository Banks provided substantial assistance to  
18 the Zaazoom Defendants, while knowing about or in reckless disregard of the  
19 wrongfulness and unlawfulness of the Zaazoom Defendants' misconduct.

20 179. Plaintiffs and the other Class members owned the money in their bank  
21 accounts that was wrongfully transferred by Defendants through the use of remotely  
22 created checks.

23 180. Defendants transferred Plaintiffs' and the other Class members' money to  
24 Defendants willfully, without legal justification, and in a manner that was inconsistent with  
25 and violated the Class members' rights to their money.

26 181. The money wrongfully transferred by Defendants is a specific, identifiable  
27 sum.

28 //

182. As a result of Defendants' misconduct, Plaintiffs and the other Class members were damaged.

### FIFTH CLAIM FOR RELIEF

**(Negligence—brought by Marsh and Evans individually and on behalf of the Class against the Processors and the Depositary Banks)**

183. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 182.

184. Defendants Processors and Depositary Banks owed a duty of reasonable care to Plaintiffs and the other Class members, where they deposited and collected checks purportedly drawn on the Class members' accounts.

185. Without the authorization or consent of Plaintiffs or the other Class members, the Zaazoom Defendants drafted remotely created checks drawn on the Class members' checking accounts.

186. The Processors and Depositary Banks breached their duty of care when they provided substantial assistance to the Zaazoom Defendants in their commission of the above-described misconduct.

187. The Processors and Depositary Banks knew or should have known that their assistance to the Zaazoom Defendants was likely to cause injury to Plaintiffs and the other Class members, as the risk to the Class members was apparent.

188. As a result of Defendants' breaches of duty, Plaintiffs and the other Class members were damaged.

### PRAYER FOR RELIEF

**WHEREFORE**, Plaintiffs respectfully request judgment as follows:

1. That the Court enter a judgment finding that Defendants have:
  - a. violated California Business and Professions Code §17200;
  - b. violated Arizona Revised Statutes §44-1521;
  - c. violated 18 U.S.C. §2511;
  - d. committed conversion; and

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e. committed negligence.

2. That the Court enter a preliminary and permanent injunction restraining Defendants from drafting or depositing remotely created checks without the payor's authorization and consent.

3. That the Court award damages and monetary relief as follows:

- a. Damages in an amount to be determined at trial in the form of the Class members' actual damages;
- b. Damages in an amount to be determined at trial in the form of restitution of the money wrongfully withdrawn from the Class members' checking accounts pursuant to Cal. Bus. & Prof. C. §17200 and Arizona Revised Statutes §44-1521;
- c. The greater of the Class members' actual damages on the one hand and statutory damages of \$10,000 per violation as for each Class member on the other hand pursuant to 18 U.S.C. §2520(c);
- d. Punitive damages of \$10,000 per violation or other appropriate punitive damages under Arizona Revised Statutes §44-1531;
- e. Punitive damages pursuant to 18 U.S.C. §2520(a);
- f. Exemplary damages pursuant to California Civil Code §3294;
- g. Plaintiffs' and the other Class members' attorneys' fees under Arizona Revised Statutes §44-1534 and 18 U.S.C. §2520(a); and
- h. Plaintiffs' and the other Class members' costs.

4. Such other relief that the Court determines is just and proper.

Respectfully submitted,

DATED: August 31, 2011

KRONENBERGER BURGOYNE, LLP

By:



Jeffrey M. Rosenfeld

Attorneys for Plaintiffs

**REQUEST FOR JURY TRIAL**

Plaintiffs hereby demand a trial of this action by jury.

DATED: August 31, 2011

**KRONENBERGER BURGOYNE, LLP**

By:



Jeffrey M. Rosenfeld

Attorneys for Plaintiffs

KRONENBERGER BURGOYNE, LLP  
150 Post Street, Suite 520  
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 kari@KBInternetLaw.com  
 jeff@KBInternetLaw.com

**ENDORSED  
FILED**  
 Superior Court of California  
 County of San Francisco

SEP 23 2011

CLERK OF THE COURT

BY: MICHAEL RAYRAY  
 Deputy Clerk

Attorneys for Plaintiffs  
**AMBER KRISTI MARSH AND STACIE EVANS**

**SUPERIOR COURT OF CALIFORNIA  
 FOR SAN FRANCISCO COUNTY**

**KRONENBERGER BURGOYNE, LLP**  
 150 Post Street, Suite 520  
 San Francisco, CA 94108  
 www.KBInternetLaw.com

**AMBER KRISTI MARSH and  
 STACIE EVANS**, individually and on  
 behalf of a class of similarly situated  
 persons,

Plaintiffs,

vs.

**ZAAZOOM SOLUTIONS, LLC**, a  
 Delaware Limited Liability Company;  
**ZAZA PAY LLC**, a Delaware Limited  
 Liability Company *dba* Discount Web  
 Member Sites, LLC, Unlimited Local  
 Savings, LLC, Web Discount Club, Web  
 Credit Rpt. Co., MegaOnlineClub, LLC,  
 and RaiseMoneyForAnything;  
**MULTIECOM, LLC**, a Colorado Limited  
 Liability Company *dba* Online Discount  
 Membership, Web Discount Company,  
 and Liberty Discount Club; **ONLINE  
 RESOURCE CENTER, LLC**, a Delaware  
 Limited Liability Company *dba* Web  
 Coupon Site, USave Coupon, and UClip;  
**MOE TASSOUDJI**, an individual;  
**BILL CUEVAS**, an individual; **FIRST**

Case No. CGC-11-510815

**CLASS ACTION**

Case No. CGC-11-510815

**PROOF OF SERVICE****PROOF OF SERVICE**

## Exhibit D



**Superior Court of California, County of San Francisco**

Case Number: CGC-11-510815

Title: AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF et al VS. ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED et al

Cause of Action: BUSINESS TORT

Generated: Oct-25-2011 11:59 am PST

[Register of Actions](#) [Parties](#) [Attorneys](#) [Calendar](#) [Payments](#) [Documents](#)**Register of Actions**Date Range: First Date **May-09-2011** Last Date **Oct-25-2011** (Dates must be entered as MMM-DD-YYYY)

Descending Date Sequence

**Submit**

Date	Proceedings	Document	Fee
OCT-11-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. SERVED SEP-26-2011, PERSONAL SERVICE ON DEFENDANT DATA PROCESSING SYSTEMS, LLC, A DELAWARE LIMITED LIABILITY COMPANY	<a href="#">View</a>	
OCT-11-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. SERVED SEP-28-2011, PERSONAL SERVICE ON DEFENDANT MULITECOM, LLC, A COLORADO LIMITED LIABILITY COMPANY DBA ONLINE DISCOUNT MEMBERSHIP, WEB DISCOUNT COMPANY, AND LIBERTY DISCOUNT CLUB	<a href="#">View</a>	
OCT-11-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. SERVED SEP-28-2011, SUBSTITUTE SERVICE ON NATURAL PERSON ON DEFENDANT AUTOMATED ELECTRONICS CHECKING, INC., A NEVADA CORPORATION	<a href="#">View</a>	
OCT-11-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. SERVED SEP-26-2011, PERSONAL SERVICE ON DEFENDANT SUNFIRST BANK, A UTAH CORPORATION	<a href="#">View</a>	
OCT-11-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. SERVED SEP-26-2011, PERSONAL SERVICE ON DEFENDANT JACK HENRY & ASSOCIATES, INC., A DELAWARE CORPORATION DBA PROFITSTARS	<a href="#">View</a>	
OCT-11-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. SERVED SEP-27-2011, PERSONAL SERVICE ON DEFENDANT ONLINE RESOURCE CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA WEB COUPON SITE, USAVE COUPON, AND UCLIP	<a href="#">View</a>	
OCT-11-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. SERVED SEP-26-2011, PERSONAL SERVICE ON DEFENDANT FIRST BANK OF DELAWARE, A DELAWARE CORPORATION	<a href="#">View</a>	
OCT-11-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. SERVED SEP-26-2011, PERSONAL SERVICE ON DEFENDANT FIRST NATIONAL BANK OF CENTRAL TEXAS, A TEXAS CORPORATION	<a href="#">View</a>	
SEP-27-2011	LAW AND MOTION 301, PLAINTIFFS AMBER KRISTI MARSH AND STACIE EVANS' MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT IS OFF CALENDAR AS MOOT. STIPULATION AND ORDER FILED ON SEPTEMBER 21, 2011. JUDGE: ERNEST H. GOLDSMITH, REPORTER: MELANIE GHENO, CSR #7489		
SEP-27-2011	MINI-MINUTES FOR SEP-27-2011 9:30 AM		
SEP-23-2011	CASE MANAGEMENT CONFERENCE OF OCT-07-2011 CONTINUED TO DEC-02-2011 AT 9:00 AM IN DEPARTMENT 610. NOTICE SENT BY COURT.	<a href="#">View</a>	
SEP-23-2011	SUMMONS ISSUED TO PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS	<a href="#">View</a>	
SEP-23-2011	POS OF SECOND AMENDED COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS		
SEP-23-2011	2ND AMENDED COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS AS TO DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE	<a href="#">View</a>	

	LIMITED LIABILITY COMPANY DOES 1 TO 10, INCLUSIVE TASSOUDJI, MOE CUEVAS, BILL ZAZA PAY LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA DISCOUNT WEB MEMBER SITES, LLC, UNLIMITED LOCAL SAVINGS, LLC, WEB DISCOUNT CLUB, WEB CREDIT RPT. CO., MEGAONLINECLUB, LLC, AND RAISEMONEYFOR ANYTHING MULITECOM, LLC, A COLORADO LIMITED LIABILITY COMPANY DBA ONLINE DISCOUNT MEMBERSHIP, WEB DISCOUNT COMPANY, AND LIBERTY DISCOUNT CLUB ONLINE RESOURCE CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA WEB COUPON SITE, USAVE COUPON, AND UCLIP FIRST BANK OF DELAWARE, A DELAWARE CORPORATION FIRST NATIONAL BANK OF CENTRAL TEXAS, A TEXAS CORPORATION SUNFIRST BANK, A UTAH CORPORATION JACK HENRY & ASSOCIATES, INC., A DELAWARE CORPORATION DBA PROFITSTARS AUTOMATED ELECTRONICS CHECKING, INC., A NEVADA CORPORATION DATA PROCESSING SYSTEMS, LLC, A DELAWARE LIMITED LIABILITY COMPANY		
SEP-21-2011	STIPULATION AND ORDER TO GRANT LEAVE FOR PLAINTIFFS TO FILE SECOND AMENDED COMPLAINT FILED BY AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ZAZA PAY LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA WEB DISCOUNT CLUB AND DISCOUNT WEB MEMBER SITES	<a href="#">View</a>	
SEP-20-2011	CASE MANAGEMENT STATEMENT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS ALSO FILED BY DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ZAZA PAY LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA WEB DISCOUNT CLUB AND DISCOUNT WEB MEMBER SITES JURY DEMANDED		
SEP-01-2011	PROOF OF SERVICE OF STIP AND ORDER TO GRANT LEAVE SECOND AMENDED COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS		
SEP-01-2011	FEE FOR STIP AND ORDER TO GRANT LEAVE SECOND AMENDED COMPLAINT FILED BY DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ZAZA PAY LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA WEB DISCOUNT CLUB AND DISCOUNT WEB MEMBER SITES		410.00
SEP-01-2011	NOTICE OF CHANGE OF ADDRESS FILED BY ATTORNEY WINSTON, DENNIS A.		
AUG-31-2011	NOTICE OF MOTION AND MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT, PROOF OF SERVICE, POINTS AND AUTHORITIES, DECLARATION FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS HEARING SET FOR SEP-27-2011 AT 09:30 AM IN DEPT 301		40.00
AUG-15-2011	MINI-MINUTES FOR AUG-15-2011 9:30 AM		
AUG-15-2011	DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED'S MOTION TO SET ASIDE DEFAULT/DEFAULT JUDGMENT/LEAVE TO DEFEND IS GRANTED. NO OPPOSITION FILED. PREVAILING PARTY TO SUBMIT A FORM OF ORDER. JUDGE: PETER J. BUSCH, REPORTER, CAROL A. KAREN, CSR # 8189. (301)		
AUG-05-2011	BALANCE OF FEE PAID FOR TRANSACTION R0911718F003 BY DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY		214.00
AUG-03-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS SERVED AUG-01-2011, PERSONAL SERVICE ON DEFENDANT TASSOUDJI, MOE	<a href="#">View</a>	
AUG-03-2011	PROOF OF SERVICE OF SUMMOND; COMPLAINT; NOTICE; ADR PACKAGAE FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS SERVED JUL-27-2011, PERSONAL SERVICE ON DEFENDANT ZAZA PAY LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA WEB DISCOUNT CLUB AND DISCOUNT WEB MEMBER SITES		
AUG-03-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS SERVED AUG-01-2011, PERSONAL SERVICE ON DEFENDANT CUEVAS, BILL	<a href="#">View</a>	
JUL-27-2011	DECLARATION OF JEFFERY M. ROSENFELD IN SUPPORT OF STATEMENT OF NON OPPOSITION TO MOTION TO SET ASIDE DEFAULT AND DEFAULT JUDGMENT		



	FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS		
JUL-27-2011	STATEMENT OF NON OPPOSITION TO MOTION TO SET ASIDE DEFAULT AND DEFAULT JUDGMENT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS		
JUL-22-2011	SUMMONS ISSUED TO PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS	<a href="#">View</a>	
JUL-22-2011	1ST AMENDED COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS AS TO DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY DOES 1 TO 10, INCLUSIVE ZAZA PAY LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA WEB DISCOUNT CLUB AND DISCOUNT WEB MEMBER SITES TASSOUDJI, MOE CUEVAS, BILL	<a href="#">View</a>	
JUL-18-2011	MOTION TO SET ASIDE DEFAULT/DEFAULT JUDGMENT/LEAVE TO DEFEND, PROOF OF SERVICE ; REQUEST FOR JUDICIAL NOTICE; APPENDIX OF EXHIBITS FILED BY DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HEARING SET FOR AUG-15-2011 AT 09:30 AM IN DEPT 301	<a href="#">View</a>	221.00
JUL-18-2011	ISSUING COMMISSION TO TAKE DEPOSITION OUT OF STATE UNDER CCP 2026 FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS		30.00
JUL-18-2011	PAYER NOTIFIED OF PARTIAL PAYMENT OF FEE	<a href="#">View</a>	
JUN-29-2011	ISSUING COMMISSION TO TAKE DEPOSITION OUT OF STATE UNDER CCP 2026 FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS		30.00
JUN-22-2011	REQUEST FOR ENTRY OF DEFAULT/DEFAULT ENTERED AS TO DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY		
JUN-21-2011	ISSUING COMMISSION TO TAKE DEPOSITION OUT OF STATE UNDER CCP 2026 FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS		30.00
JUN-15-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS SERVED MAY-11-2011, PERSONAL SERVICE ON DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY	<a href="#">View</a>	
JUN-14-2011	REQUEST FOR DEFAULT REJECTED, NOTICE MAILED, SUBMITTED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS AS TO DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY	<a href="#">View</a>	
JUN-14-2011	REQUEST FOR ENTRY OF DEFAULT/DEFAULT JUDGMENT RECEIVED FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS AS TO DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY		
MAY-09-2011	NOTICE TO PLAINTIFF	<a href="#">View</a>	
MAY-09-2011	BUSINESS TORT, COMPLAINT FILED BY PLAINTIFF AMBER KRISTI MARSH, INDIVIDUALLY AND ON BEHALF CAPITAL ONE BANK (USA), N.A. STACIE EVANS, INDIVIDUALLY AND ON BEHALF OF A CLASS OF SIMILARLY SITUATED PERSONS AS TO DEFENDANT ZAAZOOM SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY DOES 1 TO 10, INCLUSIVE SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED CASE MANAGEMENT CONFERENCE SCHEDULED FOR OCT-07-2011 PROOF OF SERVICE DUE ON JUL-08-2011 CASE MANAGEMENT STATEMENT DUE ON SEP-22-2011	<a href="#">View</a>	410.00

## Exhibit E



POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Karl S Kronenberger, 226112 KRONENBERGER BURGOYNE 150 Post St San Francisco, CA 94108-4707 TELEPHONE NO.: (415) 955-1155 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY <b>FILED</b> Superior Court of California County of San Francisco OCT 11 2011 CLERK OF THE COURT BY: <u>May An Nguyen</u> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Francisco County 400 McAllister Street, Civil San Francisco, CA 94102-0000	
PLAINTIFF/PETITIONER: Marsh, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: Zaazoom Solutions, LLC. et al.	CGC-11-510815
<b>PROOF OF SERVICE OF SUMMONS</b>	Ref. No. or File No.: Zaazoom Solutions

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Summons; Second Amended Complaint; Notice to Plaintiff; ADR Program Information Package

**BY FAX**

3. a. Party served: Jack Henry & Associates, Inc., a Delaware Corporation dba PROFITSTARS  
 b. Person Served: LexisNexis Document Solutions Inc., Paul Mathews - Person authorized to accept service of process
4. Address where the party was served: 2711 Conterville Road Suite 400  
 Wilmington, DE 19808
5. I served the party  
 a. by personal service. I personally delivered the documents listed in Item 2 to the party or person authorized to receive service of process for the party (1) or (date): 9/26/2011 (2) at (time): 3:42 PM
6. The "Notice to the Person Served" (on the summons) was completed as follows:  
 c. on behalf of:

Jack Henry & Associates, Inc., a Delaware Corporation dba PROFITSTARS

under: CCP 416.10 (corporation)

7. Person who served papers
  - a. Name: Daniel Newcomb
  - b. Address: One Legni - 194-Marin  
 304 Redwood Blvd #223  
 Novato, CA 94947
  - c. Telephone number: 415-391-0606
  - d. The fee for service was: \$ 83.00
  - e. I am:  
 (1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 9/28/2011

Daniel Newcomb

(NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

Form Adopted for Mandatory Use  
 Judicial Council of California POS-010  
 (Rev. Jan 1, 2007)

**PROOF OF SERVICE OF SUMMONS**

Code of Civil Procedure, § 417.10

OL# 1762973

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-11-510815

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**PROOF OF SERVICE OF SUMMONS AND COMPLAINT**

**MARSH, INDIVIDUALLY AND ON BEHALF et al VS. ZAAZOOM SOLUTIONS, LLC, A DELA**

**001C03348758**

**Instructions:**

Please place this sheet on top of the document to be scanned.